



GOVERNMENT OF MAHARASHTRA
INDUSTRIES AND LABOUR DEPARTMENT

REPORT

of the

NORMS COMMITTEE

Chairman

Shri V. V. JOSHI, M.A. (Oxon.)

Members

Shri L. C. JOSHI

Shri V. V. RANADE

Secretary

Shri G. K. DHUTIA, B.A. (Hons.), LL.B.

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CONTENTS

	PAGE
I Introduction	1
II Views of Employers and Workmen	5
III Leave and Holidays	18
IV Bonus	32
V Provision for the Future of Workers	49
VI Allowances	59
VII Reinstatement	63
VIII Miscellaneous—	
1. Abolition of Contract Labour System	68
2. Retirement Age	69
3. Conclusions	69
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APPENDIX I—Government Resolution, Labour and Social Welfare Department, No. MSC. 71657 (i)-H, dated 29th December 1958, regarding Constitution of the Norms Committee	73
APPENDIX II—Letter No. CL/XXV/Norms/72894, dated 22nd July 1959 from the Chairman, Norms Committee to Government	74
APPENDIX III—Government Resolution, Labour and Social Welfare Department, No. MSC. 71657-H, dated 29th September 1959, regarding Widening the Scope of the Committee	75
APPENDIX IV—Employment Figures	76
APPENDIX V—Text of the Circular Letter Issued to Organisations of Employers and Employees	77
APPENDIX VI—Questionnaires issued to—	
(i) Employers	78
(ii) Trade Unions	79
APPENDIX VII—Statement of Shri G. D. Ambekar	80
APPENDIX VIII—Data regarding Leave	87
APPENDIX IX—Data regarding Paid Holidays	191
APPENDIX X—Data regarding Provident Fund	211
APPENDIX XI—Data regarding Gratuity	222
APPENDIX XII—Data regarding Acting Allowance and Allowance for Working on Holidays	260
APPENDIX XIII—Data regarding Service Conditions in Saurashtra Area	268

CHAPTER I

Introduction

The Committee was set up by the Government of Bombay in the Labour and Social Welfare Department under its Resolution No. MSC. 71657(i)-H, dated 29th December 1958* for the purpose of evolving norms in respect of various industrial matters forming the subject matter of industrial disputes between employers and workmen in the 24 specified industries.

The terms of reference were to examine the settlements, agreements and awards made under the Industrial Disputes Act, 1947, from the 1st January 1953, onwards and then suggest norms in relation to various industrial matters, other than those relating to wages and dearness allowance which have formed subject matter of disputes in the industries listed in the schedule.

Schedule

- | | |
|---------------------------|---|
| (1) Engineering, | (13) Hospitals, |
| (2) Iron and Steel, | (14) Hotels and Restaurants, |
| (3) Chemicals, | (15) Leather and Tanneries, |
| (4) Pharmaceuticals, | (16) Bidi, |
| (5) Match, | (17) Cigarette, |
| (6) Paints and Varnishes, | (18) Cotton Ginning and Pressing, |
| (7) Oils, | (19) Salt, |
| (8) Soaps, | (20) Wood and Furniture, |
| (9) Paper, | (21) Glass, |
| (10) Printing Presses, | (22) Stone Breaking and Crushing, |
| (11) Local Authorities, | (23) Film and |
| (12) Rubber, | (24) Shops and Commercial Establishments. |

A report was required to be submitted within a period of nine months from the date of the Resolution.

After our appointment, we assembled at Bombay on 31st January 1959 to discuss the scope of the Government Resolution and various other procedural matters. The Committee has been asked to examine the settlements, agreements and awards made under the Industrial Disputes Act, 1947, from 1st January 1953 onwards and suggest norms in relation to various industrial matters, other than those relating to wages and dearness allowance which have formed subject matter of industrial disputes. The Committee was required to examine settlements, agreements and awards since 1953 but no date was fixed as to the period up to which this examination was to extend. The Committee, therefore, decided that the examination of settlements etc. should be restricted to the period from 1st January 1953 to 31st December 1958. Subsequently, however, it was experienced that in respect of certain industrial matters in some industries adequate data were not available in the awards published during 1953-58 as some of the important awards were given prior to this period. The Committee, therefore, by its letter No. CL/XXV/Norms 72894, dated 22nd July 1959†, suggested to Government to widen the scope of enquiry by the Committee by including in its terms of reference scrutiny of awards published during May 1949 to 1952. This was agreed to by the Government and by their Resolution, Labour and Social Welfare Department, No. MSC. 71657-H, dated 29th September 1959‡, the Government of Bombay enlarged the terms of reference of the Committee and brought within its scope, scrutiny and collation of awards made under the Industrial Disputes Act, 1947 during the period from 1st May 1949 to the end of December 1952. The period of nine months initially fixed for submission of the report was extended by a period of three months ending 28th December 1959. The Committee accordingly examined the following data :—

- (i) Settlements and agreements reached between the parties between 1953-1958,
- (ii) Awards delivered by the Industrial Tribunals from 1st May 1949 to 31st December, 1958.

* See Appendix I

† See Appendix II

‡ See Appendix III

Having decided about the data to be examined, we then considered the question of areas to be covered by our enquiry. It is no doubt true that the Industrial Disputes Act, 1947, is applicable to all areas in Bombay State, but in Vidarbha area, C. P. and Berar Industrial Disputes Settlement Act, 1947 is applicable to all industries except one or two and though the Industrial Disputes Act, 1947 is applicable to that area, the provisions of the Act are not availed of in actual practice and all industrial disputes are taken under the machinery provided under the C. P. and Berar Industrial Disputes Settlement Act, 1947. In view of this position, and after taking into consideration the wording of the Government Resolution, the Committee decided that the settlements, agreements and awards under the C. P. and Berar Industrial Disputes Settlement Act, 1947, need not be examined for the purpose of this enquiry.

We then took up for consideration the definitions of industries. After careful consideration of the statement of definitions and keeping in mind the nature of our enquiry, we adopted the following definitions of industries for the purpose of classification of settlements, agreements and awards.

DEFINITION OF INDUSTRIES

Engineering—Manufacturing (including Smelting, Refining) of Non-Ferrous Metals and Alloys in Basic Forms ; Armaments ; Structural Steel Products such as Joint, Rail, Sheet, Plate ; Iron and Steel Furniture ; Brass and Bell-metal Products ; Aluminium Products ; other Metal Products such as Tin Can ; Sundry Hardwares (including Agricultural Implements) such as G. I. Pipe, Wirenet, Nut, Bolt, Washer, Screw, Bucket, Cauldron, Cutlery ; Enamelling, Galvanising, Plating (including Electroplating), Polishing and Welding of Metal products ; Manufacturing, Assembling, Repairing, and Servicing of Machinery of all kinds including Transport and Electrical Equipments (e. g. Prime Movers, Boilers, Diesel Engines, Road Rollers, Machine Tools) ; Textile Machinery and Accessories ; heavy Electrical Machinery and Equipment such as Motors, Generators, Transformers, Electric Lamps and Fans Insulated Wires and Cables ; Batteries ; Electronic Equipments such as Radio Microphone, Electric Appliances and Apparatus ; Locomotives, Wagons, Coaches, Tramway, and other Rail Road Equipment (such as Sleepers), Motor Vehicles of all types, Motor Vehicle Engine Parts and Accessories ; Bicycles Tricycles and Accessories such as Saddle, Seat Frame, Gear ; Water Transport Equipment such as Ships, Boats and Marine Engines ; Air Transport Equipment including Aeroplanes, Aero-engines and other Transport Equipments such as Animal-drawn and Hand-drawn Vehicles.

Iron and Steel—Manufacturing of Iron and Steel including Smelting, Refining, Rolling, Conversion into Basic Forms, such as Billets, Blooms, Tubes, Rods.

Chemicals—Manufacturing of Basic Industrial Chemicals such as Acids, Alkalis and their Salts, Fertilizers, Ammunitions, Explosives and Fire Works ; Turpentine, Synthetic Resin and Plastic Products and Materials.

Pharmaceuticals—Manufacturing of Medicines, Pharmaceutical Preparations, Perfumes, Cosmetic and other Toilet Preparations except Soap.

Match—Manufacturing of Matches.

Paints and Varnishes—Manufacturing of Dyes, Paints, Colours and Varnishes.

Oils—Production of Ghee, Butter, Cheese, Edible Fats and Oil including Hydrogenated Oil.

Soaps—Manufacturing of Soap and other Washing and Cleaning Compounds.

Paper—Manufacturing of (i) Pulp from Wood, Rags, Waste-paper and other Fibres and Conversion of such Pulp into any kind of Paper and Paper Board, (ii) Products such as Paper Bags, Boxes, Cards, Envelopes and Moulded Pulp Goods from Paper, Paper Board and Pulp.

Printing Presses—(i) Printing and Publishing of Newspapers, Periodicals and Books, (ii) All other type of Printing including Lithography, Engraving, Etching, Block-Making, Binding, Stitching, Sizing and other work connected with Printing and Binding.

Local Authority—Municipal Corporations, Municipalities, Local Boards or other authority legally entitled to, or entrusted by the Government with the control or management of a municipal or local fund.

Rubber—Manufacturing of Tyres, Tubes, Rubber Footwears, Rubber Goods used for industrial purpose and all kinds of other Rubber products including Rubber Raincoats.

Hospitals—Hospitals, Sanatoria, Nursing Homes, Maternity and Child Welfare Clinics and Veterinary Hospitals.

Hotel and Restaurants—Hotels, Boarding Houses, Eating Houses, Cafe, Restaurants and similar other Organisations to provide Lodging and Boarding Facilities including Canteens in Factories but excluding School and College Hostels.

Leather and Tanneries—(i) Currying, Tanning and Finishing of Hides and Skins and Preparation of Finished Leather, (ii) Manufacturing of shoes and other Leather Footwear, (iii) Manufacturing of Clothing and Wearing Apparel made of Leather and Fur, (iv) Manufacturing of Leather Products, such as Leather Upholstery, Suitcases, Pockets Books, Cigarette and Key cases, Purses, Saddlery, Whip and other Articles.

Bidi—Manufacturing of Bidis.

Cigarette—Manufacturing of Cigars and Cigarettes.

Cotton Ginning and Pressing—Cotton Ginning and Pressing including cleaning.

Salt—Manufacture of Common Salt.

Wood and Furniture—(i) Sawing and Planning of Wood, (ii) Manufacturing of Wooden Furniture, Fixtures, Structural Wooden Goods (including Treated Timber) such as Beams, Posts, Doors, Windows; Wooden Industrial Goods other than Transport Equipments and Fixtures; other Wooden Products such as Utensils, Toys, Artwares, Veneer and Plywoods; Plywood Products such as Tea-Chest; Boxes and Packing cases other than of Plywood and other Wood and Allied Products.

Glass—(i) Manufacturing of Glass Bangles and Beads, (ii) Manufacture of Glass and Glass Apparatus (iii) Manufacturing of Glass and Glass Products except Optical and Photographic Lenses.

Stone Breaking and Crushing—Stone Breaking and Crushing.

Film—(i) Production of Motion Pictures and Allied Services such as Film Processing, etc. (ii) Exhibitions of Motion Pictures by Cinema Houses.

Shops and Commercial Establishments—As defined under the Bombay Shops and Establishments Act, 1948 excluding (i) those covered by Industries specified above, (ii) Banking, and Insurance Companies.

Neither the terms of reference, nor the provisions of the Industrial Disputes Act, 1947 required us to invite the views of the employers and the workmen concerned before evolving norms. We, however, felt that as our suggestions were likely to affect a very large number of persons,* we considered it necessary to invite the views of the employers and employees concerned. Accordingly a Circular Letter† was issued by the Committee in July, 1959 to eleven hundred twenty-four parties inviting views of the employers, the employees and their organisations. Sixty-seven parties replied in response to this Circular. These replies were tabulated by the Committee and the points raised by the Industry and the Labour as well as their grievances, if any, were carefully considered. These points have been dealt with as far as possible by the Committee at the appropriate places in the Report. If every suggestion received from every quarter has not been fully discussed in the Report, it is either because it would be impossible to refer to each of them separately for want of space or because the suggestion was beyond our terms of reference. However, every suggestion has been carefully examined. We also visited nine centres for taking oral evidence of the employers and employees and their organisations. Individual witnesses who had special knowledge were also requested to give evidence which proved very useful to the Committee. Altogether 74 witnesses were examined. After a thorough examination of the different points of view, the Committee resolved to issue a questionnaire ‡ to the employers and the unions. In all 2,784 copies of the questionnaire were issued and out of these only 275 replied. Information received by the Committee in response to these questionnaires together with settlements, awards and agreements under the Industrial Disputes Act, 1947 were considered by the Committee before forming its views. For this purpose the Committee held 52 sittings.

During the course of oral evidence a few union representatives expressed apprehension that fixation of norms may handicap the unions in raising disputes for further improving the conditions of service of workmen. They felt that there may be a tendency on the part of employers and conciliation officers to treat the norms fixed as the upper limit. It was made clear to them that it was the opinion of the Committee that norms were recommendatory and did not in any sense come in the way of the unions in their attempts to raise conditions of service by collective bargaining.

The question of fixation of norms has assumed great importance at present. Both employers and workers feel that in the light of the experience gained as a result of the conciliation and adjudication machinery, it would be possible for them to discuss and settle these matters expeditiously across the table, as such a method is more conducive to better industrial relations and

* For the employment figures in the various industries concerned (See Appendix IV).

† See Appendix V.

‡ See Appendix VI.

industrial peace. The Committee feels that fixation of norms is highly desirable as it will assist the employers and the workers in knowing the conditions of service which should ordinarily be available in a particular industry and will also help towards standardising these conditions as far as possible and practicable. In fact, with this object in view, the Government of India had set up the Labour Appellate Tribunal of India in 1950. As would be seen from the statement of objects and reasons :—

“ The working of the Industrial Disputes Act, 1947, which introduced for the first time the principle of adjudication, has revealed the need for a Central Appellate Authority which, by its decisions, could co-ordinate the activities of the large number of Industrial Tribunals set up by the Central and Provincial Governments. ” *

This object was largely fulfilled by the various decisions given by the Labour Appellate Tribunal, although the Government of India decided to abolish the Appellate Tribunal mainly because

“ of criticism that appeals filed before the Appellate Tribunal took a long time for disposal and involved a great deal of expenditure which the worker could not afford ”. †

The Committee has borne in mind the fact that the Indian Labour Conferences and the Standing Labour Committees have also at various meetings felt the necessity for evolving agreed principles for the guidance of Industrial Tribunals and other Wage Fixation Authorities. In this connection a reference may also be made to the resolution passed at the 15th Indian Labour Conference which met in July 1957. A suggestion was also made in one of the Indian Labour Conferences to fix the number of festival holidays although no agreed formula emerged due to the divergent views expressed by the employers' and the workmen's representatives. The necessity of fixing norms for the expeditious settlement of industrial disputes has also been underlined at the Indian Labour Conference held in Madras in 1959. While emphasising that ‘ there should be greater recourse to mediation and arbitration for settlement of industrial disputes and recourse to adjudication should be avoided as far as possible ’ ‡, the Conference suggested that ‘ the principles and norms enunciated in awards and judicial decisions on important issues relating to industrial relations should be compiled, codified and published and made available for the guidance of arbitrators ’. §

The Committee feels that fixation of norms will be very useful from the point of view of new employers and private arbitrators as they will facilitate expeditious settlement of industrial disputes at the negotiation stage or through mediation and decisions of private arbitrators. As already stated fixation of norms will not hamper collective bargaining as the Committee does not feel that the fixation of norms will stifle the progress to be made in the improvement of the conditions of service, by the accepted methods of collective bargaining. In our opinion norms are pointers which have to be borne in mind by the parties concerned in the dispute and the persons and authorities who are called upon to mediate or adjudicate in the settlement of industrial disputes.

In fixing the norms the Committee has not evolved any rigid pattern of norms but has endeavoured to make them as elastic as possible, as rigid fixation may create more complications by being unrealistic in a given set of circumstances such as financial position, Government policy, availability of raw-materials etc. which are to be examined at the appropriate levels.

In arriving at the conclusions regarding the norms the Committee has outlined the background concerning each industrial matter with a view to pointing out how matters have been looked at by different authorities from time to time. The material gathered by the Committee has been referred to at appropriate places so that it can be gone into at suitable levels for arriving at mutually acceptable solutions.

* Statement of Objects and Reasons of the Industrial Disputes (Appellate Tribunal) Bill, 1949.

† *Vide* Statement of Objects and Reasons of the Industrial Disputes (Amendment and Miscellaneous Provisions) Bill, 1956.

‡ *Labour Gazette*, Bombay, Vol. XXXIX, No. 1, p. 6.

§ *Ibid.*

CHAPTER II

Views of Employers and Workmen

The Committee feels that through the Press-Notes, Questionnaires, Visits to different areas of the State, the oral evidence recorded and the scrutiny of reports received, adequate opportunity was given to the interested parties to place their views before the Committee. With the exception of one or two unions, organisations of Labour seemed generally to have welcomed the appointment of the Committee. Shri Ambekar was good enough to give the Committee the benefit of his unrivalled experience and judgement. This is reflected in the statement he made before the Committee. The statement is to be found as an Appendix * to this report. The Secretary of the Gujarat I. N. T. U. C. stated that he was happy that the Government of Bombay had appointed this Committee. The representatives of Indian Chemical Manufacturers' Association, Bombay, stated that the Association was of the opinion that when norms are fixed they will help in reducing the disputes in the industry. The Maharashtra Bidi Manufacturers' Association, Nasik, also welcomed the appointment of the Committee.

Shri Ambekar of the I. N. T. U. C. observed that the terms of reference of the Committee should not be narrowly interpreted. He felt that in fixing norms the Committee should take up those agreements, settlements, awards which were fair to the employees and which will achieve industrial progress in the country through peaceful settlements of the disputes.

Shri Ambekar's views on this subject are as follows :—

"I have got to observe two aspects in the terms of reference in the Schedule, one in relation to various industrial matters other than wages and dearness allowance and another all other matters in various industries where disputes have arisen and suggest the norms. There is nothing in this restricting the scope of this Committee. But while doing so, the Committee is to examine the existing agreements, settlements and awards under the Industrial Disputes Act and then suggest the norms. It means after examining we must pick out those agreements, settlements and awards which are fair for the purpose of deciding the norms. The only thing the Committee should bear in mind is that the goal to be achieved is the industrial progress of the Country through peaceful settlements of disputes. Some of the aspects may be such that instead of taking all these things through the Tribunals, it can be settled by mutual negotiations. The object of fixing norms seems to have a double purpose. One is to give norms which will be ultimately used as directives to the Tribunals and where that is also not necessary it could be decided by statutory resources and thus to take them out of the field of adjudication. Now for e.g. Provident Fund. It goes under the Industrial Disputes Act. By extending the provisions of the present Provident Fund Act, the industrial disputes relating to the Provident Fund can be completely taken from the purview of the reference to the Industrial Tribunal. There are other matters which may not be so easy as to form the basis for a uniform settlement on an all India basis and they may require to be adjudicated upon. The Committee's recommendations will serve as an useful guide for the parties as to how far to stretch and how far to oppose and ultimately will lead to a settlement of the industrial disputes. While doing so, we have to take into consideration different factors—our economy, our objectives and our Constitution."

VIEWS EXPRESSED BY VARIOUS REPRESENTATIVES OF EMPLOYERS AND EMPLOYEES ARE GIVEN BELOW IN BRIEF UNDER APPROPRIATE HEADINGS

Leave—Privilege leave, Sick leave, Casual leave, Maternity leave, Leave without pay

Shri Ambekar stated regarding leave as follows :—

"If conditions of work in the industry are to be improved, leave is necessary from the point of his health, atmosphere of city life as well as the working life, one month's stay in the village is necessary. My objection to the whole leave aspect is that there is discrimination between the white collar and the manual labour. The white collar in the office without much exhausting gets a paid leave of one month, casual leave of 10 days and sick leave of one month or so, and its accumulation and so on. There is no such discrimination in the world except in this country. In foreign countries leave rules are the same from sweepers to Directors. There is no discrimination. If you want to maintain his efficiency and health after a long service, then you will have to give more leave. There are many workmen who have got nothing in their village. His connections with the village have been cut off due to land reforms. He has nothing to look back. He cannot leave the city, because there are no holiday homes, etc. For the Bombay City at least 30,000 holiday houses may have to be built. The holiday homes can be built 30-40 miles away. If the leave is to be effective for recouping his health, there must be rest houses. Otherwise the leave will be wasted. Industry must put back something, for general welfare, from their profits, for maintaining and improving national wealth and health. In the industrial concerns

everything is an item of cost. Sick leave is now today in the larger number where the E. S. I. Scheme is working. The actual average is 10 days. Casual leave and earned leave can be combined together and accumulated. Now suppose if you do not want to enjoy casual leave, then it is lost. Therefore, there is a tendency to utilise the casual leave. Where the leave is not paid, the natural tendency is not to take that leave. If the casual leave is paid, which is there, then for genuine purpose, I will utilise the casual leave. Another matter is there is no accumulation. After all everything has to be worked on the cost basis. What does the employer lose? Nothing. Therefore, there should be full accumulation. Some percentage of my wages should go to my wages as far as paid leave is concerned. I am not taking sick leave for this. For example: If I have to get paid leave, the cost would be 15 per cent. Then why not put that 15 per cent. in the pool. If I do not enjoy that leave, a part of this pool can be utilised for my sickness because I really need more paid leave during sickness and subsequently for rest and recouping health. The leave pool must be workerwise. It will have to be left to a Joint Board or a statutory body to be managed. He should be allowed to draw something from this pool for his sickness.

The present maternity leave rate is to be revised. It is very low. She must get her full wages. It can be covered by insurance. Under the E. S. I. Scheme nothing extra has to be collected from anybody. Out of the present accumulation you can pay full. The Scheme is half from the worker and full from the employer. But to-day the workers are charged 2 per cent. and the employer is charged 1½ per cent. E. S. I. is big enough to pay full benefit. Rs. 16 crores are to-day lying with E. S. I. unused. Even the full benefit would be negligible. The whole total collection of the employer is less than the worker. Medical facilities to family can be given at no extra charge. I do not want any restriction as to accumulation because the whole industry's structure is cost structure. Accumulation could be allowed up to the pool being exhausted.

Leave without pay is only for special circumstances, depending on circumstances of each case on a reasonable basis."

Other representatives of the employees preferred that sick leave should be given on the same basis as under the E.S.I. Scheme wherever it is not applicable and that earned leave or privilege leave should be more liberal than what is available under the Shops and Establishments Act or Factories Act. They further complained that in many cases the employees were unable to get the benefit of statutory leave due to technical reasons and hence more liberal leave provisions were necessary.

One of the Unions in the Chemical Industry in Bombay wanted privilege leave of 30 days with a right to accumulate the same for 90 days. It stated that sick leave should be on full pay so that the worker can enjoy the rest during sickness. It further stated that it was unfair to stipulate that an employee must exhaust his privilege leave before he could claim sick leave.

The I. N. T. U. C. representatives in Saurashtra, representing workers from a number of industries wanted that there should be at least a provision of 7 days sick leave and one month's privilege leave. It was complained that in the Salt Industry though the provisions of the Factories Act applied, no leave was granted. He suggested that as far as clerical staff was concerned, one month leave on the lines granted by Government of Bombay. As regards sick leave, he stated that E.S.I. Scheme is not applicable in that area but in Salt Pan Industry by agreement, workers were getting 15 days sick leave with half pay and he suggested, the same provision may be extended to all other industries except local authorities and transport. So far as local authorities and transport were concerned, the workers should be granted sick leave as per Government rules. As regards casual leave, he pointed out that the workers were getting 10 days casual leave without pay. He felt that 7 days casual leave with pay should be the minimum and 10 days casual leave with pay should be the maximum.

Workers' representatives in Hotel, Engineering, Metal and other industries in Poona suggested that earned leave should be as per the Factories Act. They further stipulated that the grant of sick leave should not be linked up. In support of this they stated that when a worker falls sick he cannot come to the factory and he is punished by reduction in leave. It is cutting the worker both ways. They preferred that earned leave accumulation should be for three years. They particularly emphasised that number of workers who are coming from Kerala do not go to their native place very often due to heavy expenditure in going and coming and other incidental charges. Therefore, they wanted accumulation of leave for a long period because the purpose of going to the native place is to recoup their health and have a glimpse of the family members and it is not possible to discharge all these functions if accumulation is not allowed to the extent asked for. Coming to the subject of sick leave they wanted sick leave of 7 days', sick and casual leave should be combined and made accumulative. They further emphasised that medical certificate should not be insisted upon whenever sick leave is asked for because the man has to pay Rs. 3 for a medical certificate and it will be difficult for the poor fellow to bear the same, particularly when he is sick. They further stated that under no circumstances a medical certificate should be insisted upon for a day or two days' sick leave. As regards leave without pay, they

stated that there should not be any hard and fast rules and that each case should be considered on its own merits, e.g. in case of prolonged disease a longer period of leave without pay may be necessary. As regards maternity leave, they had no special comments to offer. They wanted certain medical facilities and for this purpose they wanted that the factories employing 50 to 100 workers should keep a medical attendant or a Doctor, who can give a worker some medical aid immediately.

The representatives of Cine Employees in Bombay stated that the workers should get more leave than what was prescribed under the Factories Act or Shops and Establishments Act. The quantum of maternity leave had been already provided for and that it was satisfactory. They stated that sick leave and casual leave with pay were absolutely necessary and that sick leave should be at least 15 days and casual leave should be 10 days. They also preferred accumulation of the leave to reduce absenteeism. They preferred accumulation up to 90 days. They also wanted extension of E. S. I. Scheme to factories employing 20 or less workers. They also made a special suggestion that the workmen who were not covered by the E. S. I. Scheme should receive 50 per cent. of the medical bill from the scheme.

Many of the employers pointed out to the Committee that so far as the privilege or earned leave is concerned, the necessary benefits are available to the employees under the Factories Act or Shops and Establishments Act and that in view of those benefits, the Committee should not fix any norms so far these types of leaves are concerned. As regards sick leave, they pointed out that the benefits are available under the E. S. I. Scheme and therefore, the Committee need not fix any norms for this type of leave.

As regards leave without pay, the employers wanted in many cases that it should be left at the discretion of the employers. It was said by some of the employers that if everything is to be decided by the State, there would be nothing left for the discretion of the employers and for discipline at least the question of leave without pay should be left to the discretion of the employers and that each case should be considered on its own merits, e.g. persons coming from distant areas of India would certainly require a longer period of leave without pay than persons coming from near about Bombay City.

Employers from the Printing Industry in Bombay requested the Committee to take into consideration the fact that the Employees' State Insurance Scheme is applicable and therefore, the question of fixing norms for sick leave does not arise. They also pointed out the various provisions under which different types of leave are available under the Factories Act or Shops and Establishments Act. Similar views were expressed by the All India Manufacturers' Organisation and other employers' representatives regarding sick leave and earned leave. Some of the employers appeared agreeable for leave without pay for 15 days in addition to leave available under the Factories Act or Shops and Establishments Act. They also favoured accumulation as per the Factories Act. One of the leading Chemical Factories in Saurashtra informed the Committee that they were giving seven days' privilege leave to daily rated employees and 30 days' privilege leave to monthly rated employees. They were also giving 14 days' sick leave with half pay or seven days' sick leave with full pay. In addition, they were giving seven days' casual leave with full pay and leave without pay was given at the discretion of the management. Accumulation of leave was permitted to daily rated workmen as per the Factories Act, where for monthly rated workmen, 90 days' accumulation was allowed. Maternity leave was given as per the Maternity Benefit Act and sick leave accumulation was allowed up to 66 days with half pay. Casual leave was not allowed to be accumulated. The employers' representative for the Hotel Industry at Ahmedabad stated that a number of Hotel Owners had granted seven days' sick leave and seven days' casual leave with full pay on the lines of certain awards on the subject in that industry. They did not give any paid holidays. Certain Bidi employers in Saurashtra did not favour granting of any sick leave or casual leave.

The representative of Salt Manufacturers in Saurashtra stated that earned leave was granted as per the provisions of the Factories Act, sick leave was given for 10 days with half pay to all workmen including clerical and supervisory staff and seven days' casual leave was granted without pay. He, however, did not favour any casual leave with pay as that will impose further burden on the industry and which might lead to consequential unemployment. A representative of the Engineering Industry suggested grant of seven days' compulsory casual leave, and seven days' sick leave. Where the E. S. I. Scheme is not applicable, leave without pay should be given at the discretion of the employer. Maternity facility as per the Maternity Benefit Act and accumulation of privilege leave should be allowed for a period of three years, leave. As regards medical facilities, he stated that the Employees' State Insurance Scheme is applicable. Representatives of Press Owners, Poona, stated that privilege leave should be given as per the Factories Act or Shops and Establishments Act and further suggested that leave and holidays should be considered together. As regards sick leave, casual leave and festival holidays they stated that it should not exceed more than 12 days and wanted to break it up to six days' sick leave, three days' casual leave and three days' festival holidays. They further stipulated that if and when the Employees' State Insurance

Scheme is made applicable to the industry the quantum of sick leave should be deleted. As regards leave without pay, they preferred 30 days per year. As regards Maternity Benefit they stated that the industry was not employing female workers and, therefore, the question did not arise. As regards accumulation, they preferred accumulation as per law.

Employers' representative in Ginning and Pressing Industry in East Khandesh stated that the industry was unable to bear the burden of sick leave, casual leave, earned leave and so on and that there were no awards or settlements in that respect. He further stated that privilege leave was given as per the Factories Act. The representatives of Bidi employers in Maharashtra did not favour grant of any leave such as sick leave, casual leave, etc. as that would impose financial burden and had stated that they wanted a special legislation for the Bidi Industry.

Holidays including Paid Holidays, Festival Holidays, Weekly Off, Public Holidays, Half Paid Holidays, Compensatory Holidays, etc.

There was much less difference of opinion regarding the grant of paid holidays. Some of the employers in the Printing Industry thought that the Committee should bear in mind the possibility of the Printing Industry in Bombay City being put in an unfavourable competitive position by the grant of more paid holidays than in other centres, such as Calcutta, Madras and Delhi. They recommended the fixation of holidays on an All India basis. They wanted an unpaid weekly off under the Shops and Establishments Act. Representatives of Ginning and Pressing Industries in Nasik and East and West Khandesh Districts did not favour the introduction of paid holidays. The Bidi employers did not favour grant of paid holidays.

Representatives of employees in Saurashtra area stated that they were getting four to seven paid holidays varying according to industries and that in cases of certain other industries additional holidays were given as substituted holidays. The Cine Employees' representative wanted 10 festival holidays.

One labour representative stated—

"Religion and National sentiments are two important elements in the workers' emotional life, and provision of some festival and national holidays have now become a common feature. As regards festival holidays a broad policy may be followed keeping in view the secular character of the State, enjoined by our Constitution and the recommendations of festival holidays may be equitably made between different religions, and whenever any festival day is of special importance to a section of the community, sectional holidays may be provided. Because of the universal interest evinced in certain festivals like Diwali, Dasera, Christmas, Ramzan Id, etc., which cut across religious barriers these days be recommended as universal holidays to be compulsorily observed by all. While other holidays may be based on section of interest. Provision of minimum 10 days including sectional holidays would be an adequate provision. After the attainment of Independence by our country, a special importance is now attached to the national holidays, not only to provide an opportunity to the workers to display his national sentiment but also to create a national consciousness and a sense of patriotism. Special significance is attached to days of 15th August, 26th January, 2nd October, etc."

Bonus.

Shri Ambekar's views in the matter are as follows :—

"This is a controversial subject and its position even after the Supreme Court decision is not clear. In the initial stages the employers claimed that it is purely an *ex-gratia* payment and therefore no dispute can be raised and it cannot be adjudicated. Subsequently it was accepted that an industrial dispute can be raised for the claim for bonus. Then it was accepted that the workers are not getting the living wage and, therefore, bonus is paid to the extent of the difference between the actual wage and living wage, and it became a valid industrial claim and therefore partakes the character of a deferred wage. The bonus was earlier considered on industry-wise basis and not on individual unit's profits or losses. The employers first got an exemption from payment of bonus for loss-making units who cannot afford to pay out of the profit. It became clear to share the profits to make up the deficit between the actual wage and the living wage. It was considered as legal and was, therefore, given practically unconditionally. The Supreme Court decided that as bonus is not regularly paid, it was only a share of the profit and it is not a deferred wage. In another direction the Labour Appellate Tribunal Formula was applied to share the profits and in that after priorities were fixed, they say the balance from the residue, bonus should be paid. In practice ultimately two limitations developed, even for the residuary, viz. (i) that keeping something even out of the residue and (ii) that bonus must not be too much out of proportion with the surrounding industries' bonuses. It is a very vague reference that even in the residuary surplus, the industry and shareholders should get something, but in practice they practically gave the whole of surplus to them as bonus unless it was

much too out of proportion to the surrounding industries. Then came the Supreme Court judgement where they did not touch this particular aspect. But in subsequent judgements by that very bench they say that even from the residuary, they must share between the industries, labour and shareholders. Ultimately in one case, out of 24 lakhs residuary surplus, they paid only 6 lakhs as bonus to workers and 18 lakhs to the industry, by actually reducing half a month's bonus from the bonus already awarded by the lower tribunal. This short history of bonus is only to show on what basis labour stood and we do not know where ultimately it will end. The so called Labour Appellate Tribunal formula is fundamentally at variance with the principles of social justice.

As early as in December 1947, there was an industrial truce and labour was assured of a fair deal. The Fair Wages Committee was appointed, in pursuance of that truce resolution and subsequently, I think, Profit-sharing Committee was also appointed. The recommendations of these Committee were never implemented and their reports are lying in shelves.

Let us see what is the nature of profits. I am only taking the very broad aspects. I am not going into minute details. Now the profits are of two nature, one is earned profits and another is unearned profits. For the industry earned profits have one aspect. The Industry and Labour can have no claim on the unearned profits. Unearned profits are those which occur due to the factors beyond the control of the Company and by paying workers much less than what are the fair and proper dues. Secondly the prices of raw materials are reduced or of finished products are increased. This results in more profits. The industry has not contributed to these profits. The profits may also go up and down because of the competition. What is the industry's contribution to the profits? Most of the profits are secured only because workers are not given their fair dues. All other articles which go in the cost of manufacture to make up the high prices, everybody demands their price. For e. g. the coal merchant will not sell coal at less than the market price which includes proper profits. Same can be said of other things such as power, cotton, chemicals etc. Each one of these factors require fair price otherwise the merchants would not sell their commodities. It is only in the case of worker that his labour is purchased at a lower price than what is proper and fair. This is so because of higher supply and not being well organised. The position may be changed because of the collective bargaining. Till now there was no yardstick for deciding what is the fair price of labour. Though minimum wages were defined in the Fair Wages Committee Report, there was dispute on the computation of these wages. But at the 15th Labour Conference, how the minimum wages should be calculated has been clearly agreed. Now this is an agreed basis of minimum wage. A living wage is the fair price of the workers. But even assuming that the minimum wage as agreed at the 15th Labour Conference at Nainital is fair price of labour for the most unskilled worker and if the differentials of other class of workers are also fixed so to satisfy the needs of the other class of workers for their higher skill and so on, on a minimum basis and the differentials fixed on the whole structure to satisfy the various classes of workers, the whole structure becomes a minimum wages structure. If the wages are minimum, for all occupations the whole wage structure is a minimum wage structure. Therefore at least to the extent of workers getting the minimum wages on the basis of this minimum wages structure, workers have a prior claim on the profits. And because the employers are getting the profits by paying less wages to the labour, to the extent the profit go to make up the difference between the actual wage and living wage, nobody else can have a claim on the profits except workers. Therefore, it is not a profit sharing, it is a deferred wage. Because whenever the wage question is raised, the employers say that the market is fluctuating. Therefore we are paying the minimum wage. Having accepted this basis or even the minimum wage basis for wage fixation, seeing the condition of the industry anybody may say that wages are fixed depending upon the industry and not on what are my fair requirements. In the old age people were at least honest. We are told in theory that workers must be paid minimum wages, no matter what is the position or capacity of the industry. But all these big principles are ultimately applied only to the basic wage. On paper we are given justice, but in practice, it is not given. It is also decided that the total pay packet should be within the capacity of the industry. So no justice is being given. In the 15th Labour Conference agreement there is another loophole i. e. that if this minimum wages as agreed cannot be given, then the adjudicators must give reason and substantiate why they cannot award those minimum wages. They will always say that the industry has no capacity. Therefore, my main submission is that it is not social justice to ask a worker to work on less wages because of the fluctuating position of the industry and then say there are no profits. It is wrong. Therefore, until a worker is first paid living or fair wage which is the price of the workers' labour, there cannot be any distribution from the profits. If there are profits even beyond going this, i. e. beyond meeting my minimum needs, what I am told is that 'Oh! we are equal sharers in the industry. But what is the actual practice. The formula evolved says that pay to the industry all its fair needs, 6 per cent. free of tax on all capital, 2 per cent. on working capital, full depreciation, rehabilitation and out of the balance pay to industry, capital and the labour. We become equal partners in the end and not equal partners from the start. After paying

my price I do not want to be a partner. Till I am not getting the living wage, I do not want to be a sharing partner. I will never ask bonus if I get a living wage. I will become a partner and also take the losses on my shoulder, provided the management gives me the living wage. I do not want to share the mismanagement. Minimum wages may be Annas' 8 per point and the living wage may be Re. 1 per point, approx. Therefore I will also accept losses provided I also manage. I do not want to be a shareholder only for raising hand. I want to be a partner of the industry.

Now what are the priorities fixed? Now going back again to formula 6 per cent. dividend in the formula is on share capital—good, bad, everything—whether it is basic share capital or bonus share, 5 per cent. preference-share, the return must be 6 per cent. The prior charge of the industry is unrelated to the actual reality. They say that industry must be given 6 per cent. on the share capital. Share capital may be all preference shares/ fixed preference shares at 5 per cent. Again they say it should be after paying taxes on it. Actually the share holders may even get rebate on tax if he is not a tax payer or his personal rate of tax may be lower. Even then the dividend is to be 6 per cent. after tax. How it will work? It comes to 10 per cent. or even more. This is much more than a fair return. Now take the second charge the formula says 2 to 4 per cent. on working capital. It is Company's money used in business. Therefore, fundamentally we are opposed to any return on Company's money accumulated out of past profits on which tax is already paid. It is not outside money. Forget for the moment that there are any reserves. They will bring money from outside and will pay 6 per cent. as interest and invest their money in Bank or somewhere else and they will get 4 per cent. Therefore the loss to the industry is 2 per cent. The formula says 2 to 4 per cent. free of income tax. But the Company gets advantage only 2 per cent. All these loans are subject to tax because these are incomes. Here they are free of income tax. The second aspect is that there are two types of employers. The man who has no interest in the industry, gets 6 per cent. because he converts the reserves into capital and over-capitalises. It is not fair to give one man 6 per cent. and another man who acts more for the benefit of the industry gets less than 6 per cent. What is the fair return for the company is one of the questions. If we do not allow the industry to pay more dividends, 6 per cent. is minimum. The prices of the share goes up and you will have to pay more dividends. The company's pocket is not increased at all because of these dividends. It does not go to the Company. Our need of the country is to expand the industry. If you do not pay excess dividend the whole money will come to the company. The third thing is the interest on reserves used as working capital. Why don't you utilise this for rehabilitation, modernisation, etc. The return which you are getting can be used for rehabilitation, etc. It cannot be a free gift. They say that we must get this and also for rehabilitation, etc. They say for rehabilitation they must get all from the profits. It is, therefore, their responsibility to keep the machinery tidy and clean. But they are not utilising it for rehabilitation. See their past performance. You are giving rehabilitation to that industry which has a record of having frittered away huge profits by paying extra dividend and bonus shares. 18 or 20 per cent. dividend is paid in certain industries. That is why they have no money for rehabilitation. They want to rehabilitate the industry by decreasing the amount of bonus and when the crisis come like depression in textile and so on—they actually go on paying dividends and then say that they have not got anything for rehabilitation. Therefore ultimately the industry becomes dilapidated by such mismanagement. The industry is built at workers' cost, consumers' cost and under Government protection. It is not built by the share-holders. That is why we are against this rehabilitation. What is rehabilitation—nobody knows. Whatever parts have gone out of order, the employer must repair them and must not throw away the machineries. As our industries are mostly consumer industries, we must meet our demands. India is a poor Country. We cannot afford luxury. Therefore, all these ideas are against the principles of social justice. I fail to understand how depreciation becomes a reserve. You have to prove that it is actually used as working capital. They say depreciation is entirely different if it is used on the working capital. Depreciation is an item of cost. You give to the industry a certain amount as a wear and tear and i. e. is the depreciation idea. 15 per cent. of that amount cannot build the machinery. Therefore you are allowed to accumulate it till you purchase new machinery, you must reduce the block in the balance-sheet. Therefore depreciation will not be a reserve. It is an item of cost and cannot earn interest. It is against the block. It may be that at the start of a concern the machinery may have been purchased partly from capital and partly from loans. But afterwards if every year depreciation is taken out from profits it will have to be shown against the block and to that extent the capital or loan which is sunk in the block will be released. So that depreciation can never be said to be a free reserve. It is a wrong notion to say that it is free. Therefore it cannot again earn a return. Rehabilitation must not be decided merely by the idea of replacement of old machine by new machine. It must be decided by the technical hands. Real assessment of the cost must be found out. Because of wear and tear, the machinery has become unproductive or less productive, uneconomic or unremunerative and it could not stand the market competition. For expansion, you must bring your own money because you want to go beyond the market. Is it fair to take the whole requirement of modernisation

from the present workers and given the advantage to the future generations. I earn the profits and the future generation gets the benefit. Why take all the advantage from me ? Why not take some part from the future generation ? Now employers straightaway get advantage from the rehabilitation. Again after these the workers are only sharers. This is unfair treatment. Upto the stage that bonus makes up the difference between actual wages and fair wages, bonus should be regarded as an item of cost and wages. After depreciation, the whole amount is taxed. The final balance is drawn after payment of taxes. This unfair and unjust formula and the Supreme Court says it is worthwhile. I do not know on what proof it has come to this judgment. The only conclusion of the Supreme Court is that because there are no appeals before it, it is presumed that the workers are satisfied. It is not correct. There this is a wrong presumption by the Supreme Court. If there is to be something, some better formula is to be evolved. The legislature can decide the other approach and other method. This is a part of legislation. Norms Committee must decide the new approach. My formula is given as under :—

(i) After the managing agents' commission, you get the profits. Pay us $\frac{1}{3}$ of the gross profits after minimum wages and $\frac{2}{3}$ to the industry between the shareholders, company, depreciation and taxes, everything, subject to the upper limit of the living wage of the lowest workers.

(ii) If you want me to be an equal partner, then make me a partner at each stage. Immediately out of the profits, make up the deficits between my actual wages and minimum wages. Then out of the balance of profits take dividend. After paying my minimum wages, if still there is balance, then after taking depreciation pay me an additional 5 per cent. of my total earned wages during the year. If after that there is balance, the Company should take 6 per cent. by way of dividend. Still if there is a balance after paying the dividend, then I should get 10 per cent. as additional bonus. 2 to 4 per cent. depending upon the industry, pay on the reserves along with the taxes. Everything is additional. This you may charge on other depreciations after 15 per cent. First depreciation is normal. Out of the balance after paying these depreciations, pay me 20 per cent. of my wages. If still there is a balance, the company may charge rebate and out of the balance pay me up to 25 per cent. Then after 25 per cent. again share as $\frac{1}{3}$ and $\frac{2}{3}$ to workers and company. You may inter-change the priorities after the first normal depreciation. The whole idea is that I am an equal partner. These are apart from the Labour Appellate Tribunal formula—two different approaches. In Textile Industry the average wage of a worker is Rs. 140. The Industry-wise can apply to Textile Industry only, but it cannot be workable in the non-textile industry. In that case we will have to take unitwise."

One of the representatives of employees in Saurashtra stated that apart from the Labour Appellate Tribunal formula regarding Bonus and the present decision of the Supreme Court on the subject payment of bonus had become customary in several industries in his area. For example he stated that most of the presses have been paying bonus from about 15 days' to one month's basic wages every year on the occasion of Diwali. Besides, on some religious occasions *ex-gratia* payment was made. Metal industries and Engineering industries have also been paying bonus from 15 days' to one month's basic wages. In such cases the quantum of bonus was left to employers' discretion. He felt that payment of a minimum amount of bonus every year will go a long way in improving industrial relations. Irrespective of whether or not a company had profits if a standard minimum wage of 15 days' bonus was paid there would be industrial peace in a large measure. In support of this argument he pointed out that in Saurashtra in the textile industry there was a five year pact regarding bonus. The employees in this case were convinced that payment of a minimum bonus brought about harmonious relations. According to him bonus was a major cause of industrial disputes. He therefore wanted the Norms Committee to recommend 15 days' bonus every year.

The representative of employees from Poona who appeared before the Committee felt that the Labour Appellate Tribunal formula should be applied and bonus paid on that basis. He felt that in the case of concerns whose balance sheets were audited there was no difficulty. However, in the case of smaller concerns and proprietary establishments where balance-sheets were not audited the accounts were not reliable. He felt that it would be proper in such cases to rely on the Income Tax assessment order and a bonus formula should be evolved on the basis of profit as per Income tax assessment order and the turn over. The representative of Cine Employees stated that the main point of issue was (i) how much return on capital would be reasonable ; and (ii) whether or not capital should have a share into net surplus available for payment of bonus. He urged that it was an issue, which called for an allround consideration—consideration from social, economic and political angles and not merely from the legal point of view. He was of the opinion that capital should not have any share in the available surplus, as long as the labour was not paid fair wages. As an interim measure he suggested that a fixed minimum bonus, irrespective of profit and loss be provided for in order to bridge even though partially, the gap between the actual wages and the fair wage.

Gratuity, Provident Fund, Pension, Retrenchment Compensation, Retirement Age

Shri Ambekar of the I. N. T. U. C. made a powerful case for the introduction of an integrated scheme of Retiring Benefits. He stated :—

“ I cannot deal with gratuity alone. It is one of the retirement benefits out of the first group of the subjects, namely, gratuity, provident fund, pension and retirement age. Whether we can evolve by statutory measures and in doing so what should be the norms will be the two different aspects. When the parents become old, they expect the children to support them. Now in the industrial society, the old pattern of the family is being broken up. Therefore, society must take the responsibility from birth to the burning ghats. At present the wage is determined on the basis of husband, wife and child for a living wage for a full family. But this wage is fixed only for the period during which he earns. Who is to take care of him, his wife and his youngest children who cannot be supported. The earning member of the family i.e. the major son or daughter cannot have the responsibility of maintaining the parents, because his wages is given not for the parents but for himself and for his children. If he is paid wages for his whole family including old parents on the one side and their minor children on the other, then the question of gratuity may not arise. The wage structure does not take care of both the ends. If he is given sufficient wages for his old age, then also he does not want gratuity. I do not want Gratuity should not be considered as *ex-gratia* payment or something of that sort. All these retirement benefits to be given to a worker should be sufficient to maintain him, his wife and young children, if any. That should be the unit of family to be considered, while granting the retirement benefit.

“ Now I come to the point, for how long a time a worker should get gratuity. Now the average age in India has gone more i.e. somewhere 35. I consider at the age of retirement, I should have 15 years' provision at my disposal on an average. How to work it out is a different thing. The average family should be considered as 2·5, for e.g. the man earning Rs. 100 should get Rs. 50 for 15 years and this should be an average of 30 years' service. It must be a lump sum. There is Government annuity also for 15 years and Government gives Rs. 25 for 15 years. That comes to Rs. 3,350. So for Rs. 50 it will be Rs. 6,700. Now I should get Rs. 6,700 by whatever method either by way of pension or contribution to provident fund and gratuity. If there is no other benefit then pay me Rs. 6,700 as gratuity. If there is no other retirement benefit, I must get Rs. 6,700. But if there is provident fund to the extent of making up the deficit of gratuity at the end of 30 years, the balance I must get. If there is pension, say Rs. 25 then I only get Rs. 3,300. The idea must be social justice. I do not want to starve. By what method you give me is left to you. Provident Fund is there in a large number of concerns either introduced on their own or under the Act. I am not considering my own contribution that is coming out of my starvation. The employer's contribution is $6\frac{1}{2}$ per cent. which comes Rs. 75 a year. But the employers' contribution and my contribution is not on the basis of 12 months. How much I lose in the whole collections of provident fund on an average is one month's privilege leave which I am entitled to get under Standing Orders, casual leave of 7 to 10 days, then the average sickness which I lose about 12 days. Then it comes to 52 days in all. I lose another 4 days because of working days being 308 and not 312 [(26 × 12) on the basis that I am to be paid for 26 working days for a month × 12 months.] The total comes to 56 days i.e. 2 months' wages I lose. Therefore, I contribute on an average Rs. 62·50 in a year. In 30 years I would be contributing Rs. 1,875 as provident fund, on which I am entitled to get interest. Now I may get about Rs. 1,100, 1,125 as interest at 4 per cent. Therefore, I may get about Rs. 3,000 only by way of employers' contribution if it is applicable. My contribution may be considered for my other purposes, viz. marriage, construction of houses, etc., and not for retirement age. Now I am considering what should be the employer's contribution. So out of Rs. 6,700 I may get Rs. 3,000 by way of provident fund. The remaining Rs. 3,700 must come by way of gratuity. Now I am taking 100 rupees as my monthly total wage, which means the rate of gratuity is $1\frac{1}{2}$ months' total wages roughly per year of service and not 15 days or one month's basic wage. It roughly comes to—say 10 per cent. If we put in the pool of 10 per cent., then I get this. Therefore, you put an amount which will enable me to get Rs. 3,000 at my fagend. The rate must be $1\frac{1}{2}$ months' for 30 years or you put in a pool so much amount every month, so that at the end of my period along with interest it comes to roughly Rs. 7,000 or you put 8 per cent. in my gratuity pool and whatever amount collected along with interest give me. So that is the correct way of paying gratuity. Tribunals have stated that gratuity is payable only when the industry is stabilised and so on. In my opinion gratuity should not depend upon the financial position of the company. Because this is a human need and this is the burden to be borne either by the society or by the factory. During workers' service his flesh and blood is taken out of him. And when he becomes old he is asked to go. This should not be so. I am giving my full life in production and if you are not paying me sufficient wages for my old age, then it is your duty to put on my behalf something in the pool to enable me to pull on in my retirement life. Therefore, the Tribunals' decisions that

financial capacity of the concern must be taken into consideration are not correct. In the case of superannuation retrenchment compensation is not there. Retrenchment compensation is payable only when the man is retrenched. Retrenchment compensation is not given even if a man is discharged. We cannot apply the same formula to mechanised industries. Unless the society's standard goes up and purchasing power goes up, these employees cannot get more. In all industries which are highly mechanised and industrialised, we are told in the Constitution that for taking the society to a living wage standard, you must accept the minimum wage. There is no scope in the present economy for getting a living wage unless we accept industrialisation. But why should we accept industrialisation if it cannot give me these benefits. The norms have been fixed for minimum wages at the National Conference. National average—70 per cent. agricultural labour, 5 per cent. is industrial labour and the rest is in other commercial and in Government offices. Clothing is fixed at 72 yards in a family. I do not know how he manages with it. If you calculate it comes more than 72. There is no cloth for underwears. Bidi is not a mechanised industry that is why the employees are paid a low wages. There is no machine. In mechanised industries the norms should be different. Now the norms will have to be higher than the mechanised industry, it should be on the basis on full pension and not half pension. Now Rs. 55 is the minimum wage in the sweated industry, while in the Textile Industry it is Rs. 117 to-day. Therefore, in sweated industries the basis should not again be half month per year. Otherwise it would work out to $\frac{1}{2}$ of wages $\frac{1}{4}$ basic pay. If the industry cannot bear the burden of full gratuity or any part thereof, the burden should be shifted to the society. The burden of maintaining the whole people must be shifted to the State, in the sweated industry. The cost should be borne by the other industries, which are mechanised and which have killed the sweated industries. For e.g. the Bidi Industry should be maintained by the Cigarette Industry. Industrialisation cannot be allowed to progress by killing employment. In piece-rates, the burden is shifted from the employer to employees.

We are working all these on an average basis. We must evolve a method of security to be properly distributed. If the pool is properly distributed it will give proper social justice. Everybody should be taken care from the general pool by way of insurance, etc. and it should be so divided that at every stage, he gets something different. Now let us see how this works out and what it comes to—

	per cent.
Provident Fund	12 $\frac{1}{2}$
If gratuity is there, another	8
Average contribution to E. S. I.	4 $\frac{1}{2}$
Total comes to ..	25
My contribution is ..	2 $\frac{1}{2}$
Total comes to ..	27 $\frac{1}{2}$

If all these are pooled together and no insurance is there, my total is 12 to 13 thousand rupees. A portion may be allowed for the life insurance, say Rs. 4,000. Certain amount say Rs. 4,000 may be allowed for contingencies like construction of houses, etc. and certain amount for pension.—Rs. 4,000—5,000 may be allowed for pension. If he dies, the balance of amount should be given to his family. Upto his death or for 15 years whichever is high, he must get Rs. 50 per month. Insurance amount he will get in cash and the balance he will get by way of Rs. 50 pension for past services to be covered for pooling, the Government should put 2 $\frac{1}{2}$ per cent. burden on industry. Generally in 30 years this will disappear. Norms may be decided and if it is to be norms, clause dealing with continuity of service will have to go for past service and Standing Orders will have to be revised accordingly.

There are some practical difficulties on the question of continuity of service. The old persons have broken their services. These Standing Orders have come recently. Standing Orders will have to be revised so as to treat the employment as continuous. Even then there may be a break of employment. Everybody in employment for 240 days will have to be made permanent.

Then we come to the retirement age. In the Textile Industry the retirement age is 60 for female and it is 63 for males provided they are efficient at the age of 60 and continues efficient for 3 years. Very few will get the advantage. Age determination is a factor. In Textile Industry it is very difficult to find out the age of the worker. The workers in that industry do not know their age. There will have to be some test. The rule regarding efficiency at the time of retirement may be removed.

Where people suffer from occupational diseases, accident or hard work, special consideration may be given. Each industry will have to be considered on its own special features and other merits. Special diet may be given. In many cases, chemical factories give milk to their workmen. For this industry any age may be fixed."

One union representing the Chemical industry suggested that gratuity should be given for voluntary resignation after 10 years' service and not after 15 years as is the present condition in the industry. In support he stated that after 10 years the worker feels that in many instances the man is not given his proper place or that there are cases where preferential treatment is given to his junior for one or the other reasons. In such cases a worker prefers to retire. He stated that the same should be the condition in respect of other industries, and particularly for Chemical Industries. As regards provident fund, he stated that an employee is entitled to the full contributions of the Management after 20 years service in the Chemical Industries. He suggested that the full contribution should be given after 10 years' service. As regards pension, he stated that there was an *ex-gratia* pension scheme in his Company, but the benefits were given to a few selected people and not to all. As regards retirement age, he suggested that it should be 60 years instead of 55 years as is the present case.

I.N.T.U.C. representative from Saurashtra stated that there should be a Provident Fund Scheme in those industries which were employing more than 10,000 workers. As regards gratuity, he stated that the question had a direct bearing on the financial capacity of the concern.

Representatives of other workers from Saurashtra felt that if on account of the financial position of the Company, only one retiring benefit could be allowed they would prefer provident fund to gratuity. They favoured the extension of the gratuity Scheme awarded in the Ahmedabad Textile Industry to industries in Saurashtra wherever conditions for the payment of gratuity were suitable. They complained that in Saurashtra 76,000 workers were employed in the Salt industry and yet there was no Provident Fund Scheme. Pension Scheme was generally not favoured. Pointing out that in the Railway workshops workers retired upto 60 years of age, they suggested 60 years as retiring age for technical, skilled workers and 55 for others.

Certain representatives of workers from Poona suggested that the gratuity and provident fund scheme should be introduced in all the industries. As regards pension, they stated that it should be introduced wherever there were bigger concerns having financial stability in addition to gratuity and provident fund. They however, did not prefer introduction of pension scheme in small concerns. They favoured retirement age at 60 and stated that wherever a man is certified fit to work further by a Medical Officer the age may be extended to 62 years. They stated that whenever a man retires he generally gets employment elsewhere.

The representative of Cine Employees stated that gratuity was a reward for long service and the retirement benefit help the worker to meet his requirement during his old age and that there should be a gratuity scheme irrespective of the financial conditions. He also wanted that the Provident Fund Act should be extended to the industry and that it was absolutely necessary to have two retirement benefits, viz. gratuity and provident fund and that the rate of provident fund should be 8½ per cent. He stated that this principle was already accepted by the Labour Conference. He further thought that the Provident Fund Act should be made applicable to units employing less than 50 workmen. He recommended that the Act should be extended to all factories. He also favoured the introduction of a mixed scheme such as gratuity-cum-provident fund scheme under which provision will have to be made to provide benefit for past service. As regards the pension scheme, he suggested an old age pension scheme should be provided. As regards retirement age he favoured the retirement age prescribed under the Model Standing Orders, which is 60. The union representative stressed that there should not be any compulsory retirement without, at the same time adequate provisions for old age. The worker would otherwise become a destitute in his own family and it would be injurious to his self-respect to have to live on charity. He thought that the film industry being a creative industry there should not be any compulsory bar on creative workers to retire.

On behalf of the Printing Industry in Bombay, it was pleaded by the Employers' Association that there should not be any gratuity scheme. As regards the retirement age, the Printing Industry's employers prefer 55 years of age or 30 years of service whichever is earlier with a proviso that the employers should be given the discretion to continue a man thereafter. It was pointed out that the press industry was covered by the Provident Fund Act, where the number of employees employed by a particular Press was more than 50. On behalf of All India Manufacturers organisation and the Association of Indian Industries it was stated in the course of oral evidence that there should not be any compulsory gratuity scheme. There should not be two benefits e. g. one Retrenchment Compensation and the other gratuity. They stated that the employees should have only one benefit. Retirement Age should be at 55 years and they did not favour any pension scheme.

A representative of Saurashtra Salt Manufacturers met the Committee at Jamnagar and stated that they did not favour the introduction of a gratuity, provident fund or pension scheme in that industry because there was over-production of salt in the Salt Industry and there was less demand for salt. The result was that the industry was passing through a crisis and therefore, the Association did not favour the introduction of the gratuity, provident fund or pension scheme.

One employees' representative from Bombay suggested that a gratuity scheme should be compulsory in each industry instead of referring the matter to adjudication every now and then. He also stated that the provident fund which was applicable to the industry where there were 50 or more workers should be brought down to 25 or more. He did not favour introduction of a pension scheme and wanted the retirement age to be 60 years.

The Press Owners' representative in Poona did not favour introduction of gratuity scheme on the ground that it was not suited to their trade. As regards provident fund scheme, they suggested that it should be applied to the factories employing 20 or more persons and the percentage of provident fund contribution should be 6½ per cent. of the pay including allowances. They did not favour pension scheme and suggested retirement age at 55 years.

The representative of ginning and pressing industry from Nasik and Khandesh Districts did not favour introduction of gratuity, provident fund or the pension scheme in their industry because it was passing through a financial crisis and that there were no awards wherein such things were considered by Tribunals. The representative of Maharashtra Bidi Manufacturers stated that the Bidi Industry had its big problems. There should be a separate legislation for the same. The question of gratuity, provident fund and pension were unknown in their industry.

Confirmation

Shri Ambekar of the INTUC suggested that confirmation must be automatic in all the permanent posts after the probationary period of 2 to 3 months. In 2 months the management must be in a position to find whether the worker is suitable for the work or not. If a worker is promoted to the higher post and if he is not found suitable for that post during the probationary period, he may be put back to his original post. Standing Orders will have to be changed so as to make permanency automatic result and not depending upon the employer's sweet will to issue a permanent ticket when he wants. Most of the representatives of the employees who appeared before the committee felt that the matter was adequately dealt with under the Standing Orders. At least one employers' representative argued that the probationary period should be six months and not three months as at present under Model Standing Orders. The representatives of Ginning and Pressing Industry from Nasik and Khandesh Districts argued that there was no need for the Committee to go into this question as there were no awards or settlements in this industry. The Bidi employers in Nasik area were firmly of the opinion that separate legislation after proper inquiry was the only solution for this industry and no piece-meal efforts should be made. Representatives of workers from Poona stated that there were many difficulties in the way of confirmation. They preferred confirmation after a period of 3 months. They, however, pointed out that there were number of cases where an employee was discharged two or three days before he was due for confirmation and was again taken back in the establishment after a lapse of a week or so. A number of cases in certain concerns wherein employees were deliberately discharged and taken back were pointed out and he complained that due to this practice, the worker not only lost his confirmation or permanency but also lost number of other advantages like Provident Fund. The representatives of Cine Employees wanted that confirmation should be automatic after the end of due and reasonable probationary period.

Recognition of Union

Shri Ambekar stated :—

"It is a very knotty point. What should be the consideration for the recognition has also a voluntary part. It all depends upon the attitude of the employers. If you make it legally compulsory as Bombay Act, then the industry must have a certain level of behaviour. If before that you make it compulsory, then it may not work so well because employers will say that I recognised you. They will sit, talk and listen and send you away, without any results. Therefore the principal conditions of recognition is a well organised union of workers and a well organised body of employers who can deliver the goods even on a recalcitrant employer. The employers must also be in a position to deliver the goods. There must be a written understanding between the employers' organisation and the workers' organisation that whatever is agreed will be carried out by respective members. Upto a limit, you can force the employer or the union to do a certain thing. But if the union is not in a position to do certain things, then no Law can force effectively to accept certain rules of code of behaviour. As far as the union side is concerned what should be the minimum thing which the union should accept to demand and assert the recognition. (1) The union must have a minimum stability. At Nainital it has been accepted as one year's standing. (2) The sword of de-recognition should not be kept hanging continuously and therefore minimum period of recognition should also be there. If once recognised, the union should not be disturbed at least for a minimum period—say, at Nainital it is agreed, 2 years. (3) While granting recognition regular paying membership should be the criteria and no other criteria should be there. (4) The employer should not be permitted to play one union against the other and within this limit he can deal with other union, but cannot use the other union for killing the first union. (5) The limits of matters be dealt with the other union may be decided. In any case collective agreements

must be made with the recognised union, selected at the time of recognition on the basis of highest membership union among the existing unions, accepting certain code of standard and whose membership should not be below the certain minimum, which at present, it is considered as 15 per cent. But this 15 per cent. may be progressively raised as the workers become accustomed to organisation and become more and more organised. (6) All agreements reached between the employer and the union must have a binding effect on all and not only on the members of the union, except for the purpose of certain offences, for which either the employer and its representatives and the union or its representatives should be held responsible. The benefits and the liabilities of the agreements should be binding on all. (7) The membership fee of the union should not be less than four annas or a quarter per cent. of their monthly wage, whichever is higher. (8) No union can be de-recognised except for serious offences against the normal accepted code of behaviour or conduct. (9) The employers should not interfere in the legitimate activities of the union in the premises for which a definite understanding and method of work should be evolved. (10) We are against the non-members to decide the fate of the union. The Union must be a membership union and responsible body. No secret ballot for recognition. The membership subscription must be minimum. The membership must not be collected retrospectively. The membership is collected inside the premises. Gate collection is a show. Complaints about forced membership can be looked into. For strike ballot should be taken. No yearly collection of subscription. Collection must be at the pay table."

In addition to above, a representative of Chemical Employees in Bombay stated that recognition of a union should be granted on the basis of principles laid down at the Nainital Conference. A representative of employees in Poona stated that recognition of a union should be on the basis of a ballot and recognition should be in force for one year. He generally wished to follow the Nainital Conference resolution in true respects. The representative of Cine Employees stated that to terminate inter factory or inter industries rivalries it was necessary that the workmen be given a right to choose the union either through referendum or a ballot. The union thus chosen should have a legitimate time period to allow smooth function — 3 years. It would tend to keep down the shifts and changes in representative of employees and shall also provide an opportunity to the union to prove its metal. He believed that trade unions should be free from outside interference.

Recognition of union was not an industrial dispute under the provisions of the Industrial Disputes Act, 1947 argued many employers' representatives. Employers generally do not seem to favour compulsory recognition of a union.

Transfer

A representative of the Chemical employees argued that the power of transferring employees was likely to be misused by the employer. A representative of workmen of Poona felt that the questions that arose in considering this matter were (i) travelling allowances ; (ii) wages at the new place ; (iii) seniority and continuity of service ; (iv) accommodation, and (v) possibility of victimisation. Representatives of Employees generally did not favour transfer without adequate safeguards against possible misuse by the employers. Employers generally seem to feel that transferring of workers was a managerial function and should remain unfettered.

Promotion

Shri Ambekar stated, "Promotion has become a very knotty subject now-a-days. It has been recognised that for proper industrial peace a well outlined method of promotion must exist. Ordinarily promotion must go by seniority and no other consideration should be there, unless by trial, the worker is found to be inefficient for the job. In the industries promotions are not like promotions in the office where superior calibre is required and where promotion cannot be made only by seniority. Most of the promotions are not of the supervisory cadre. Various occupations are such that workers on lower jobs can acquire the required skill to perform the higher job. Training in a higher job is inherent in the work on a lower job. A helper gets experience of a fitter by helping the fitter in his ordinary routine work. Why he should not be paid the last scale of the fitter ?

Promotion must come automatically as a well defined system. Otherwise no incentive would be left to the workers. First, senior most must be given a trial. If he is found not fit, he may be withdrawn, then another senior man may be promoted. First priority must be given to the first senior person. We must stop mal-practices, favouritism, bribery and corruption and give fair trial to the worker. Therefore, there should be no discretion with the employer in such a matter as promotion. I do not want to accept trade test unless it is a joint test. We are not accepting any test which is unilateral. The worst part is that the promotion is regarded as an administrative matter and a managerial discretion and the Courts have held that they have no jurisdiction to decide the question of promotion. Now this attitude is worst. To-day except on the ground of victimization or *mala fide*, the promotion issue cannot be raised as an industrial dispute. I have not been able to follow the Industrial Tribunals' decisions regarding promotions. They say that the management should implement the principles and if they do not, we are unable to do anything.

I mention the case of James Finlay and Co., Calcutta regarding promotion. Promotion is a regular dispute. Transfer may be a sudden victimization. If I prove, on individual merits it may be decided. But then I must be allowed to prove and a place to prove. Therefore Courts must have Jurisdiction."

An employees' representative from Chemical Industry wanted that promotion in the higher post should be automatic and should not be left to the entire discretion of the Head of the Office. The representatives of Master Printers' Association, Bombay, however, wanted that promotion and confirmation should be left at the discretion of the employer. The representatives of All India Manufacturers Association and Association of Indian Industries suggested that the question of promotion should be decided on the basis of seniority-cum-merits. The representatives of Chemical Industry also stated that promotion should be left at the discretion of the management. The representatives of Engineering Industry suggested that promotion should be given according to the merits and not according to service only. The representatives of workers of Hotel, Glass, Engineering, Metal and other industries suggested that promotion should be based on seniority and not on merits and stated that in bringing the merits question inside promotion, they had found that favouritism was rampant and discrimination took place between the junior and senior workers. The representatives of Cine Employees stated that normally issues arising out of promotion are issues which arise out of conditions of employment and therefore, they should become subject-matter of industrial disputes. It had been held that promotions were within the sole jurisdiction of the management, a point of view with which he totally disagreed. He stated that in order to minimise mischief it would be better if promotions were made according to length of service. In any case he stated that, whatever pattern we may take, the workman should have a right to challenge the decision of the management and the demand should be dealt with accordingly.

Medical Facilities

Shri Ambekar stated :—

"Medical facilities are there under the Employees State Insurance Scheme. I would suggest that if the workers are to get real benefit out of the medical facilities, it should be a service system. Panel system does not work satisfactorily. Even in the service system there are so many formalities that have to be gone through for getting contribution under the Scheme. Many times the workers do not know what benefits they are entitled to get and how they will get them. There must be a guide to each centre. There must be a visiting guide also, appointed by the Employees State Insurance Scheme. The Employees State Insurance Scheme should be decentralised. Lots of difficulties are experienced under the Employees State Insurance Scheme, where nothing gets solved quickly. Medical facilities must be extended to the families. The present attitude seems to be that the dispensary benefit will be given and not hospital benefits. No discrimination may be made between the family people and the insured person, except as regards the cash benefits. There are huge funds lying under the Scheme.

If the decentralised system is going to be a service system, you can utilise the mills' dispensary. The minimum facilities are there in each dispensary. The mills or factories do not want to give any medical aid in their dispensary for outsiders; that should not be there. The mills should give same benefits to all. The mill dispensary should be treated as Government dispensary. If they want to give more facilities, they may give. For specialised treatment workers have to waste time, because diagnostic centres are few. These Centres should be increased. And 10-12 such Centres could be combined in a local area at one place. There could be a miniature ward without hospital attached to it. Residential accommodation may be given to the Medical Inspector in the upstairs of the dispensary so as to attend to any urgent matters. Some arrangements may be made for rest at the E.S.I. cost. Convalescence houses must also be provided. There should be a nurse and a doctor attached to each house for observation. Workers should be allowed to take rest here. There should be a common kitchen attached to the rest-homes.

All these facilities can and must come from the huge E. S. I. funds."

The representatives of employers generally argued that in view of the Employees State Insurance scheme no norm regarding medical facilities need be fixed. The employers in the ginning and pressing industry in the Nasik and East and West Khandesh Districts did not favour the fixation of norms for that industry in respect of medical facilities mainly because the r's was a seasonal industry. The Bidi manufacturers in Nasik area also urged that no norms should be fixed for their industry in this respect.

A Representative of employees at Poona stated that the medical facilities under the Factories Act were meagre. He felt that every factory employing 50 or 100 workers should be required to employ a medical attendant permanently. He favoured early extension of Employees State Insurance Scheme to those areas of the State where it had not been made applicable yet. The Representative of Cine Employees in Bombay urged that the working of the Employees State Insurance Scheme required to be very much improved. He also urged that in employments to which the Employees State Insurance Scheme did not apply, the managements should be required to pay 50 per cent. of the medical expenses of the employees.

CHAPTER III

Leave and Holidays

Leave as it is understood now has also been referred to as holidays with pay in the past. Leave for the purpose of this report means authorised absence with or without pay. Leave is intended for a number of purposes. It is generally intended for (1) rest, recuperation of health and fulfilling social obligations ; (2) sickness and convalescence ; (3) emergent and unforeseen circumstances ; (4) maternity ; and (5) other special purposes.

The idea of granting leave with pay has slowly gained ground in this country until it is the accepted practice as at present. The Royal Commission on Labour in India (1929) has observed that even in the textile industry the system of granting leave even without pay was not widespread at that time. The Commission considered that the employer should recognise the need and value of holidays and should actually encourage workers to apply for definite periods of leave, with a promise that on return they would be able to resume their old work. The Commission further observed :—

“ The mere grant of regular leave even when no allowance is attached to it would mark a great advance on the present system. It would give the worker an increased sense of security and of attachment to a particular factory and greater efficiency would follow.....
* ”. “ The value of holidays (leave) in maintaining and increasing efficiency is undoubted ; and new workers need these holidays so much as those employed in Indian factories. The recognition of the claim of worker to some allowance for a specified period while on recognised leave would have a distinct influence in converting the labour force of a factory from a constantly changing and unsettled mass to a regular and contented group of workers. The effects on discipline and efficiency would be marked, and sickness and absenteeism would be greatly reduced. ”.....†.

The Textile Labour Inquiry Committee which examined the question of leave for textile workers in Bombay State has observed :

“ The facility of obtaining long leave at periodic intervals is an indispensable condition of the stability and contentment of the labour force. Leave affords a break in a long period of physical and mental strain and provides necessary opportunities for rest, change and recuperation, apart from enabling a large number of workers to go to their native places or to give special attention to the needs of their domestic or social life ”.‡

The same Committee while dealing with the question of absenteeism considered the facilities for obtaining leave for rest and recuperation as one of the most effective means of reducing absenteeism.§ With the exception of certain Acts relating to Shops and Commercial employees, there was no statutory provision in our country till the year 1945 for granting leave with pay to the industrial worker. The only provision which existed in most of the Acts till then was for a weekly rest day. The Labour Investigation Committee appointed by the Government of India in 1944 while emphasising the need and value of holidays (leave) observed :

“ The value of holidays in maintaining and increasing industrial efficiency as well as in improving the employer-worker relations cannot be over-emphasised. The higher rate of absenteeism and the large percentage of labour turnover, which are characteristics of most of the Indian industries, are in a large measure attributable to the absence of an adequate provision for holidays and leave ”.||

The Bihar Labour Inquiry Committee also emphasised the need for leave when it remarked ;

“ Tropical climate, poor diet and physique of the workers and insanitary and unattractive conditions in which they live, combine to make holidays with pay even more necessary in India than in the West. As the vast majority of workers are drawn from the villages with which they maintain closest connections and would therefore probably spend the holidays there, there will not only be benefit to their health but also a feeling of happiness from an annual sojourn, however brief ”.π

In 1945, the Factories Act, 1934, was amended to provide for annual paid holidays of 10 days for an adult worker and 14 days for children employed in perennial factories. The right to holidays was subject to the completion of 12 months' continuous service. Workers were entitled to accumulate holidays over a period of two years.

* Royal Commission on Labour in India (1929), p. 26.

† *Ibid.*, p. 27.

‡ Report of the Textile Inquiry Committee, Vol. II, p. 38.

§ *Ibid.*, p. 365.

|| Labour Investigation Committee, 1944, Main Report, p. 118.

π *Ibid.*, p. 118.

The minimum periods of paid annual holidays in the various countries is, generally speaking, from one to four weeks after one year's service. In some of the countries shown in the table below annual leave is fixed by law. In some countries, however, e. g. the Netherlands, the United Kingdom and the United States, the basic points are fixed by collective agreements. For calculating the amount of annual leave due, the figures given represent the number of working days equivalent to the minimum periods of paid annual leave.

TABLE
Annual Holidays with pay.*

Country	Duration of annual holidays with pay (general minimum)
Belgium, Mexico, Portugal, Switzerland	6 days.
United Kingdom	6 days or 2 weeks.
United States	1 week.
Chile, Ireland, Turkey, Venezuela	7 days.
Egypt	7 to 15 days.
Greece, Luxembourg	8 days.
Argentina, Guatemala, Italy†	10 days.
Australia, Austria, Czechoslovakia Federal Republic of Germany, Netherlands, Poland, U.S.S.R., Uruguay, Yugoslavia ..	12 days.
Canada, Costa Rica, Indonesia, New Zealand, Union of South Africa	2 weeks.
Brazil, Colombia, Peru	15 days.
Denmark, Finland, France, Norway, Sweden ..	3 weeks
Cuba, Nicaragua	30 days.

The Factories Act, 1948, which applies to all premises employing 10 or more workers where power is used and to establishments employing 20 or more workers where power is not used, provides that every worker who has worked for a period of at least 240 days during a calendar year, shall be allowed during the subsequent year, leave with wages at the rate of one day for every 20 days of work performed, if an adult, and one day for every 15 days of work performed, if a child. This leave is exclusive of all holidays whether occurring during or at either end of the period of leave, and can be availed of in not more than 3 instalments in a year. For purposes of computing 240 days' qualifying period, any days of lay-off (by agreement or contract or permissible under Standing Orders), maternity leave upto 12 weeks and leave enjoyed in the year but earned in the year prior to that in which it is enjoyed, are to be days on which the worker has worked in a factory. Provision is also made for proportionate leave with wages for worker who is discharged or dismissed before completing 240 days qualifying period of work in a factory. Persons joining after 1st January are also entitled to leave at the above rate provided they work for two-thirds of the total number of days in the remainder of the calendar year.

* I. L. O. Hours of work, Report VIII (1958), p. 25.

† Minimum set by law. In some industries particularly the mining, chemical and engineering industries, minimum annual holidays with pay are set at 12 days by collective agreements.
(G.C.P.) MO-A R 1133-3a

The Employees' State Insurance Scheme which applies to all factories other than seasonal factories run with power and employing 20 or more persons in Greater Bombay and certain surrounding area makes provision for five benefits. They are : (1) Sickness benefit, (2) Maternity benefit, (3) Disablement benefit, (4) Dependents' benefit, and (5) Medical benefit. An insured person who is entitled to benefit under the scheme is not eligible to claim similar benefit under the Workmen's Compensation Act, 1923, or the Bombay Maternity Benefit Act, 1929. The first two benefits under the Employees' State Insurance Act, 1948, which are material to this chapter of the report are as under :—

Sickness Benefit—The benefit consists of periodical cash payment to an insured person in respect of such days of his sickness in a benefit period (i. e. a period of 26 consecutive weeks) as are certified by the duly appointed medical practitioner, provided he satisfies the contributory conditions laid down in the Act and certain other conditions prescribed in the Regulations. No benefit is payable for an initial period of two days except in the case of spell of sickness following, at an interval of not more than 15 days, the spell of sickness for which sickness benefit was last paid. The benefit is payable for a maximum number of 56 days in any continuous period of 365 days. The daily rate of benefit payable is equivalent to about one half of the assumed average daily wage as given in a schedule to the Act. A person in receipt of benefit is required to remain under medical treatment at a dispensary or other medical institution provided under the Act.

With effect from 1st June, 1956, the Corporation has extended sickness cash benefit to insured persons suffering from Tuberculosis. The qualifying condition for entitlement to this benefit is that the insured person should have been, at the beginning of the spell of sickness in which Tuberculosis is diagnosed in continuous employment for a period of 2 years or more in a factory or establishment to which the benefit provisions of the scheme apply. This benefit is limited to a period of 18 weeks following, whether immediately or after an interval, the last day for which sickness benefit at the full rate was due under the scheme. Subject to the condition that the rate of extended sickness benefit shall not exceed the full rate of sickness benefit, the rate of cash benefit during the period of extension shall be Re. 0.75 nP. a day or half the sickness benefit rate whichever is higher.

Maternity Benefit—The benefit consists of periodical cash payments at the sickness benefit rate with a minimum of 12 annas a day for all days on which the insured woman does not work for remuneration during a period of 12 weeks, of which not more than 6 weeks should precede the expected date of confinement.

Under the Bombay Maternity Benefit Act, 1929, every woman who has been employed in a factory of the employer from whom she claims maternity benefit for a period of not less than nine months immediately preceding the date on which she gives notice of confinement in writing to the employer, is entitled to the payment of maternity benefit for the actual days of her absence for the period immediately preceding her confinement for the four weeks immediately following it at certain rates. The maximum period for which any woman is entitled to the payment of maternity benefit is eight weeks comprising four weeks upto and including the day of her delivery and four weeks immediately following that day. If a woman dies during this period, the benefit is payable only for the days upto and including the day of her death.

The table that follows gives the information on benefits available in our country under Maternity Benefit Act :—

Benefits Available under the Maternity Benefit Acts

Name of Act	Qualifying conditions	Period of benefit (in weeks)	Rate of Benefit
1	2	3	4
CENTRAL ACT.			
1. Mines Maternity Benefit Act, 1941.	6 months' service preceding the day of delivery.	8	(i) As. 12 per day. (ii) Rs. 6 per week for 16 weeks to women who has worked below ground for at least 90 days in a mine during a period not exceeding six months.
STATE ACTS.			
1. Assam Maternity Benefit Act, 1944.	150 days' service during the period of 12 months immediately preceding the date of notice.	8 for women employed in factories and 12 for those in plantations.	Plantations Re. 0-11-6 per day in addition to usual food concession during the period of 4 weeks preceding the day of delivery and 8 weeks after date of delivery.

Name of Act	Qualifying conditions	Period of benefit (in weeks)	Rate of Benefit
1	2	3	4
STATE ACTS— <i>contd.</i>			
2. Bihar Maternity Benefit Act, 1947.	6 months' service preceding the date of notice.	8	Average daily earning or As. 8 per day whichever is greater.
3. Bombay Maternity Benefit Act, 1929.	9 months' notice preceding the date of notice.	8	As 8 per day in the cities of Bombay and Ahmedabad and elsewhere at the rate of average daily earnings or As. 8 per day whichever is less.
4. Hyderabad Maternity Benefit Act, 1942.	Do. ..	12	As. 12 per day.
5. Kerala Maternity Benefit Act, 1957.	150 days' service during the 12 months immediately preceding the date of notice.	12	Rs. 5.25 per week or at 7/12th of the average daily wage multiplied by 7 for a week whichever is higher.
6. Madhya Pradesh Maternity Benefit Act, 1958.	9 months' service preceding the date of notice.	12	7/12th of average daily earnings or 75 pP. per day whichever is higher.
7. Madras Maternity Benefit Act, 1934.	240 days' service during the period of one year immediately preceding the date of notice.	7	As. 8 per day.
8. Mysore Maternity Benefit Regulation, 1937.	9 months' service preceding the date of notice.	8	Average daily wage or As. 8 per day whichever is less.
9. Orissa Maternity Benefit Act, 1953.	6 months' service preceding the date of notice.	12	Actual daily wage or salary subject to a minimum of As. 12 per day.
10. Punjab Maternity Benefit Act, 1943.	9 months' service preceding the date of delivery.	84 days	Average daily earnings or As. 12 per day whichever is greater.
11. Rajasthan Maternity Benefit Act, 1953.	7 months' service preceding the date of notice.	8	Average daily earnings or As. 12 per day whichever is greater.
12. Uttar Pradesh Maternity Benefit Act, 1938.	6 months' service preceding the date of notice.	8	Average daily earnings or As. 8 per day whichever is greater.
13. (a) Bengal Maternity Benefit Act, 1939.	9 months' service preceding the day of delivery.	12	Rs. 5-4-0* per week (wholly in cash or partly in cash and partly in kind).
(b) West Bengal† Maternity Benefit (Tea Estates) Act, 1948.	150 days' employment in the 12 months' immediately preceding the expected day of delivery.	8	Average daily earnings or As. 8 per day whichever is greater.

*By an amending Bill introduced in West Bengal Assembly on 14th March 1958, the rate of maternity benefit was sought to be increased to Rs. 7-14-0.

† In West Bengal, women employed in tea factories and plantations are entitled to maternity benefits under the West Bengal Maternity Benefits (Tea Estates) Act, 1948.

Note.—As a result of the decision reached at the Tripartite Conference held at Delhi in January 1947 the United Planters' Association of Southern India made the following recommendations in respect of South Indian Plantations :—

Rate of Benefit.—As. 12 per day including the value of food concessions.

Period of Benefit.—8 weeks.

Hyderabad and Madras Acts are still applicable to Andhra Pradesh.

The Bombay Shops and Establishments Act, 1948, which regulates the conditions of work and employment in shops, commercial establishments, residential hotels, restaurants, eating houses, theatres and other places of public amusement and entertainment, also makes provision for granting of leave with pay and provides that every employee who has worked for not less than 270 days during a year (i.e., a year commencing on the 1st day of April) shall be allowed during the subsequent year, leave, consecutive or otherwise for a period of not less than 14 days, inclusive of, (a) the weekly holiday or holidays, during the period of such leave, on which a shop or commercial establishment remains closed, or (b) in case of residential hotel, a restaurant or an eating house, a theatre or other place of public amusement or entertainment, a holiday or holidays to which the employee is entitled. Such leave is also allowed to be accumulated up to a maximum period of 28 days. This Act further provides that if any employee who has been in the employment for not less than a year and who has worked for 90 days or more but for less than 270 days, is discharged during any subsequent year by his employer before he has been allowed the leave or quits his employment having been refused leave even though he had applied for it, he shall, in addition, be entitled in such year to leave for a period in the same proportion as the number of days for which he worked bears to 270 days.

The Hyderabad Shops and Establishments Act, 1951 (X of 1951) which, at present, is applicable to the Marathwada region of this State also makes provision in respect of holidays with wages (annual leave and sick leave). It provides that every person employed in any establishment is entitled, after twelve months' continuous service, to holidays with wages for a period of twelve days, in the subsequent period of twelve months, provided that such holidays with wages may be accumulated up to a maximum period of twenty-four days.

It also provides that every person employed in any establishment is entitled during his first twelve months of continuous service after the commencement of the Act, and during every subsequent twelve months of such service ;

(a) on production of a medical certificate granted by a medical practitioner of prescribed qualifications, to leave with wages for a period not exceeding twelve days on the ground of any sickness incurred or accident sustained by him, and

(b) to casual leave with wages for a period not exceeding twelve days on any reasonable ground.

The Act further provides that every person employed in any establishment is entitled to holidays with pay on the days specified from time to time by the State Government by notification.

If however a person entitled to any holidays (earned leave) is discharged by his employer before he has been allowed the holidays or if having applied for and been refused the holidays, he quits his employment before he has been allowed the holidays, the employer is required to pay the amount payable under this Act in respect of the holidays, and if a person entitled to any casual or sick leave is discharged by his employer when he is sick or suffering from the result of an accident the employer shall pay him the amount payable under the Act in respect of the period of the leave to which he was entitled at the time of his discharge, in addition to the amount, if any, payable to him due to earned leave.

A person employed is deemed to have completed a period of twelve months continuous service within the meaning of this Act, notwithstanding any interruption in service during those twelve months brought about : (i) by sickness, accident, or authorised leave (including authorized holidays), not exceeding ninety days in the aggregate for all three ; or (ii) by lock-out ; or (iii) by a strike which is not an illegal strike ; or (iv) by intermittent periods of involuntary unemployment not exceeding thirty days in the aggregate ; and authorized leave is deemed not to include any weekly holiday allowed under the Act which occurs at the beginning or end of an interruption brought about by the leave.

The Table that follows gives information regarding provision relating to leave in different States of India under the Shops and Commercial Establishment Acts :

Provisions relating to Leave in Different States under the Shops and Commercial Establishment Acts.

State.	Privilege leave*	Casual leave††	Sick leave.	Other kinds of leave.
1	2	3	4	5
Andhra (Hyderabad area).	12 days (can be accumulated up to 24 days).	12 days ..	12 days (1)	.. All gazetted holidays with pay.
Assam	.. 16 days (cannot be accumulated).	10 days ..	Maximum of one month on half pay after 12 months' continuous employment.	Three holidays for religious purposes ‡.

State.	Privilege leave*.	Casual leave††.	Sick leave.	Other kinds of leave.
1	2	3	4	5
Bihar	.. 1 day for every 20 days' work if an adult and 1 day for every 15 days' work if a child. The maximum number of days of leave which can be carried forward are 20 per adult and 15 for children‡.	....	....	....
Bombay	.. 14 days (can be accumulated up to 28 days) **.	....	....	....
Madhya Pradesh	14 days (maximum of 14 days can be carried forward).	....	....	....
Madhya Bharat	One month (can be accumulated up to 3 months).	14 days ..	....	....
Madras ¶	.. 12 days (can be accumulated up to 24 days).	12 days ..	1 day ††	.. ....
Mysore	.. 10 days (can be accumulated up to 20 days) for adults. 12 days (can be accumulated up to 24 days) for young person.	10 days (adult) 12 days (young person).	....	....
Orissa	.. 1 day for every 20 days of work (can be accumulated up to 30 days).	....	Not exceeding 15 days in a year after a year's continuous employment §§.	....
Punjab	.. 14 days after 1 year's continuous service, 7 days after 6 months' continuous service.	....	....	....
Uttar Pradesh	.. 15 days (watchmen and caretakers 30 days).	10 days ..	15 days †† after six months' continuous service.	3 gazetted holidays with pay.
West Bengal	.. 14 days (can be accumulated up to 23 days).	10 days ..	14 days on half pay (can be accumulated up to 56 days ||).	....
Delhi	.. 15 days †† (can be accumulated up to 30 days).	12 days §	....	3 National holidays.

* With full pay after 12 months' continuous service.

** After working for not less than 270 days during a year.

† Although the Act does not state clearly whether these holidays should be with or without pay, it is learnt that it is becoming more or less convention with employers to grant these holidays with pay.

†† On full pay.

‡ After working for not less than 200 days in a calendar year.

‡‡ Where an employee has completed 4 months' continuous service, he is entitled to not less than 5 days for every such completed period. A watchman or caretaker, who completes a year's continuous service, is entitled to not less than 30 days' privilege leave.

§ Casual or sick leave for 12 days in a year.

§§ With pay which includes dearness allowance and cash value accruing through other benefits.

|| On production of medical certificate.

¶ Madras Act is also applicable in Hyderabad.

The Bombay Civil Services Rules which have been adopted by some of the Local Authorities in this State make the following provision in respect of leave :—

Government Employees in Permanent Employ

Type of Government employee.	Rate at which earned leave is earned and granted.	Rate at which half pay leave is earned and granted.	Commuted leave.
1	2	3	4
Class III ..	(1) 1/11th of duty period .. (2) 180 days maximum accumulation. Out of this 120 days can be enjoyed at one time. If leave is spent out of India up to 180 days.	(1) 20 days for one complete year's service (service means duty <i>plus</i> leave of any kind including extraordinary leave i.e., without pay also). (2) This leave accumulates for any number of days. (3) All this leave can be taken at a time.	(1) Half the amount of half pay leave is granted as commuted leave. (2) This leave is granted on medical certificate only. (3) Twice the amount of this leave actually taken is debited to half pay leave. (4) In entire service this leave is granted for 180 days only. (5) The Government employee must return to duty after leave.
Class IV ..	(1) 1/11th of duty period .. (2) 180 days maximum accumulation. Out of this 120 days can be enjoyed at one time. If leave is spent out of India up to 180 days.	(1) 20 days for one complete year's service (service means duty <i>plus</i> leave of any kind including extraordinary leave i.e., without pay also). (2) This leave accumulates for any number of days. (3) All this leave can be taken at a time.	(1) Half the amount of half pay leave is granted as commuted leave. (2) This leave is granted on medical certificate only. (3) Twice the amount of this leave actually taken is debited to half pay leave. (4) In entire service this leave is granted for 180 days only. (5) The Government employee must return to duty after leave.

Casual leave—Ordinarily not more than seven days' leave is allowed to be enjoyed at one time, to be extended to ten days only in most exceptional circumstances, and that the amount enjoyed by an employee in one year is not allowed to exceed fifteen days.

Sick leave—It appears that the Tribunals in this State have generally considered the benefit under provisions of the Employees' State Insurance Act, 1948, as substantial and have declined to give any directions on the demand for sick leave in the case of workmen entitled to sickness benefits under the Employees' State Insurance Act, 1948. As regards the units, the workmen of which are not entitled to the sickness benefits under the Employees' State Insurance Act, 1948, the factory employers have often resisted the demand for sick leave on the grounds that they are already granting annual leave with wages under section 79 of the Factories Act, 1948 and they are paying Employers' special contribution under section 73-A of the Employees' State Insurance Act, 1948. They also contend that the grant of any sick leave in addition to the statutory benefits will entail a heavy financial burden and will put them at a competitive disadvantage. These contentions have neither impressed the Tribunals in this State nor have they been accepted by them and the Tribunals have invariably granted some sick leave with pay to workmen.

Employers generally contend that it is unfair to consider different kinds of leave separately. They urge that the position should be examined in the light of absence from work on account of privilege leave, sick leave, casual leave and holidays as it has got an important bearing on the efficient and economic working of the Company.

The employees emphasise their need of leave on the grounds of health and efficiency, especially in industrial centres like Bombay, Ahmedabad, etc., where industrial labour is drawn to a considerable extent from the rural areas of different parts of the country.

Our scrutiny of awards, indicates that two considerations have generally influenced the Tribunals while granting leave to workmen, namely, the need for rest, recuperation, etc., on the part of the workmen and the capacity to bear the burden of paying salary and allowances during leave period on the part of the employers.

The Committee feels that reasonable leave facilities will go a long way in reducing to a great extent the high percentage of absenteeism as indicated by the figures given in the Labour Gazette, published by the office of the Commissioner of Labour, Bombay and the Indian Labour Year Books issued by the Labour Bureau of the Ministry of Labour and Employment, Government of India. The Committee also feels that the provision of reasonable leave facilities will, in course of time result in an appreciable decline in unauthorised absence which seriously hampers production.

Casual leave seems to be a product of Indian conditions. The grant of paid casual leave had not been explicitly stipulated in any industrial or labour legislation either in the pre-reorganisation Bombay State or in the Saurashtra region. Since however the Industrial Disputes Act, 1947 was put into force, the demand regarding casual leave became one of the principal demands made by labour and from the review of awards of the Industrial Tribunals from 1949 onwards it appears that in large majority of cases they have granted paid casual leave irrespective of the fact whether or not the practice existed originally in the industry. This position has been explained by the Labour Appellate Tribunal of India in *Jeevanlal (1929) Ltd. vs. their Workmen* (1951-II LLJ. page 777) when it observed :

“Non-cumulative casual leave with pay and allowances has become a regular feature in the industrial concerns for some time now and there is nothing capricious about the grant of 7 days’ casual leave in this concern.”

Casual leave is intended for such emergencies and occasions as compel a worker to remain absent from duty. Such occasions are too numerous to mention and grant of casual leave depends on facts and circumstances of each case. Sometimes these occasions are unforeseen and at other times though foreseen, the attendance to duty becomes impossible under the stress of circumstances of the particular case.

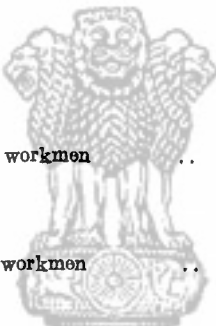
On behalf of the employees special stress has been laid on the circumstances that an accumulation of sick leave under the Employees State Insurance Scheme is provided for. The Committee is of the opinion that provisions in the scheme may be made after examining all aspects of the question. Similarly it was stressed that workmen were apt to make indiscriminate use of casual leave as it was apt to lapse in the event of non-use. In order to avoid this it has been suggested that un-enjoyed casual leave may either be paid for at the end of the year or permitted to be added to other kinds of leave. We recommend accordingly.

Shri Ambekar has made a forceful plea for abolition of the “discrimination” regarding leave-benefits between the “white-collar” class and manual workers. It is not practicable to consider reduction of the leave benefits to the former in order to remove this situation. It will mean increasing the benefits given to the latter. Shri Ambekar feels that the financial burden involved in such augmentation of benefits should be treated as an item of cost. The Committee feels that as the norms suggested by the Committee are recommendatory they would apply only in concerns which adopt the norms either by voluntary agreement or by an award. This would have the effect of putting financial burden only on such concerns leaving the others in a better competitive position.

Besides, increasing leave benefits of factory operatives will affect production adversely. It is therefore not possible to recommend uniform leave benefits to the factory operatives and office staff at this stage. The Committee scrutinised 972 awards and settlements on leave. The full details are given in Appendix VIII to this report,

Bearing in mind the views of the various earlier Committees, the employers, the workmen, their organisations and the trend of the decisions we fix the following norms in respect of leave :—

Annual Leave with Wages

Industries			
GROUP "A"			
1. Engineering	}		
2. Iron and Steel			
3. Chemicals			
4. Pharmaceuticals ..			
5. Match ..			
6. Paints and Varnishes ..		.. Workmen other than clerks.	As per the Factories Act, 1948.
7. Oils ..		.. Clerical staff	.. Same as in the case of employees working in the office of the Factory i.e., same as fixed for the employees in the Commercial Establishments.
8. Soaps ..			
9. Paper ..			
10. Printing Presses			
11. Rubber ..			
12. Leather and Tanneries			
13. Cigarettes ..			
14. Wood and Furniture			
15. Glass ..			
			
GROUP "B"			
1. Local Authorities ..	.. All workmen	..	As per Bombay Civil Services Rules.
GROUP "C"			
1. Hospitals ..	.. All workmen	..	As per Bombay Civil Services Rules.
GROUP "D"			
1. Hotels and Restaurants	.. All workmen	..	As per Shops and Commercial Establishments Act, 1948.
GROUP "E"			
1. Bidi ..	.. All workmen	..	As per Factories Act, 1948.
GROUP "F"			
1. Cotton Ginning and Pressing	.. All workmen	..	As per Factories Act, 1948.
GROUP "G"			
1. Salt ..	.. All workmen	..	As per Factories Act, 1948.
GROUP "H"			
1. Stone Breaking and Crushing	.. All workmen	..	On the lines of the Factories Act, 1948.
GROUP "I"			
1. Workmen employed by Film Studios and Laboratories.	All workmen	..	As per Factories Act, 1948.
2. Cinema Workmen ..	.. All workmen	..	21 days for 11½ months' service.
GROUP "J"			
1. Shops and Commercial Establishments.	Workmen employed in Shops.	As per Shops and Establishments Act, 1948.	
	Workmen employed by Commercial Establishments.	21 days for service below five years.	
		28 days for service above five years.	

Note.—Accumulation for a period of three years but the employer may grant leave subject to emergencies of work.

Sick Leave (with full Pay).

Notes.—These norms are applicable to concerns, the workmen of which are not entitled to Employees' State Insurance Scheme.

Industries			Concerns employing less than 20 workmen	Concerns employing 20 or more workmen
GROUP "A"				
1. Engineering	..	..	Workmen other than clerks. 5 days	.. 7 days.
2. Iron and Steel	..	..
3. Chemicals	..	..
4. Pharmaceuticals	..	..
5. Match	..	..
6. Paints and Varnishes	..	..
7. Oils	..	..
8. Soaps	..	..
9. Paper	..	..
		Clerical staff	.. Same as in the case of employees working in the offices of the Factory i.e., same as fixed for employees in the Commercial Establishments.	
10. Printing Presses	..	..
11. Rubber	..	..
12. Leather and Tanneries	..	..
13. Cigarettes	..	..
14. Wood and Furniture	..	..
15. Glass	..	..
GROUP "B"				
1. Local Authorities	..	.. All workmen	.. As per Bombay Civil Service Rules.	
GROUP "C"				
1. Hospitals	..	.. All workmen	.. As per Bombay Civil Service Rules.	
GROUP "D"				
1. Hotels and Restaurants	..	.. All workmen	.. 5 days	.. 7 days.
GROUP "E"				
1. Bidi	..	.. All workmen	.. 10 days sick cum-casual leave with halfpay Accumulation for a period of three years.	
GROUP "F"				
1. Cotton Ginning and Pressing	..	.. All workmen	.. 5 days	.. 7 days.
GROUP "E"				
1. Salt	..	.. All workmen	.. 5 days	.. 7 days.
GROUP "H"				
1. Stone Breaking and Crushing	..	.. All workmen	.. 5 days	.. 7 days.
GROUP "I"				
1. Film Studios and Laboratories	..	.. All workmen	.. 15 days	.. 15 days.
2. Cinema Workmen	..	.. All workmen	.. 15 days	.. 15 days.
GROUP "J"				
1. Shops and Commercial Establishments	..	Workmen employed in Shops.	5 days	.. 7 days.
		Commercial Establishment.	10 days with full pay.	15 days with full pay.
Accumulation for a period of three years.				

Casual Leave (with Pay and Allowances).

Industries			Concerns employing less than 20 work- men.	Concern employing 20 or more work- men.
GROUP "A"				
1. Engineering	..	..	}	Workmen other than clerks. 4 days .. 7 days.
2. Iron and Steel	..	..
3. Chemicals	..	..
4. Pharmaceuticals	..	..
5. Match	..	..
6. Paints and Varnishes	..	..
7. Oils	..	..	}	Clerical staff .. Same as in the case of employees working in the offices of the Factory i.e. same as fixed for the employees in Commercial Establishments.
8. Soaps	..	..
9. Paper	..	..
10. Printing Presses*	..	..
11. Rubber	..	..
12. Leather and Tanneries	..	..
13. Cigarettes	..	..
14. Wood and Furniture	..	..
15. Glass	..	..
GROUP "B"				
1. Local Authorities	..	..	All workmen	As per Bombay Civil Service Rules.
GROUP "C"				
1. Hospitals	..	..	All workmen	As per Bombay Civil Service Rules.
GROUP "D"				
1. Hotels and Restaurants	..	..	All workmen	4 days .. 7 days.
GROUP "E"				
1. Bidi	..	..	All workmen	10 days sick-cum-casual leave with half pay. Accumulation for a period of three years.
GROUP "F"				
1. Cotton Ginning and Pressing	..	..	All workmen	5 days .. 5 days.
GROUP "G"				
1. Salt	..	..	All workmen	5 days .. 5 days.
GROUP "H"				
1. Stone Breaking and Crushing	..	..	All workmen	5 days .. 5 days.
GROUP "I"				
1. Film Studios and Laboratories	..	..	All workmen	10 days .. 10 days.
2. Cinema Workmen	..	..	All workmen	4 days .. 7 days.
GROUP "J"				
1. Shops and Commercial Establishments	..	..	Workmen employed in Shops.	4 days .. 7 days.
			Workmen employed in commercial Establishments.	7 days .. 7 days.

*In the case of printing presses, the casual leave and holidays (paid) should not exceed eleven.

The norms are fixed subject to the following conditions :—

- (i) Casual leave shall be availed of only for urgent and pressing work.
- (ii) Casual leave is not to be demanded as of right and the grant of casual leave shall be subject to the exigencies of work in the concern.
- (iii) Holidays declared by the establishment and weekly holidays may be prefixed or suffixed to casual leave.

As regards maternity leave, sufficient data for fixing norms is not readily available with us. The provisions of the Bombay Maternity Benefit Act, 1929, have now become obsolete. We are therefore not making any recommendation in the matter. We however feel that the benefits under the Maternity Benefit Act are inadequate under the present conditions.

Holidays

The question of paid holidays is linked up with that of leave as both entail payment of wages when a workman is not at work. The question of fixation of a uniform standard of national and festival paid holidays in private undertakings had come up for discussion before the 12th session of the Indian Labour Conference. The proposal seems to have been dropped owing to divergent views expressed by the employers' and the workmen's representatives. The relatively large number of holidays prevalent in a number of industries in this country has come up for criticism in some of the quarters. A competent authority tendering evidence before the First Pay Commission observed :

"It is questionable whether any country can really afford to pay for so many unproductive mandays."*

Endorsing this view the Commission itself observed :

"We are strongly inclined to recommend that every reasonable effort should be made to increase the total number of working days in the year."**

Although these remarks of the Commission pertain to Government servants they are relevant even in the case of private undertakings. The Second Pay Commission, the report of which has been recently released, has also recommended that a number of holidays in the case of Government servants should be reduced. The following table gives information regarding the number of paid public holidays during the year, prevailing in other countries of the world. The table is given by way of comparison.

Number of paid Public Holidays during the year. †

Country.	Number of paid public holidays.
Chile, Peru	1
Greece, †† Uruguay	3
Cuba	4
Switzerland	4-8
Brazil, Costa Rica, France, ‡ Mexico, Union of South Africa	5
Ireland, United Kingdom, U. S. S. R.	6
Netherlands	6-10
Argentina, Czechoslovakia, Egypt, United States	7
Canada	7-9
Guatemala, Nicaragua, Yugoslavia	8
Denmark	8-9
New Zealand, Portugal, Venezuela	9
Australia	9-12
Belgium, Finland, Luxembourg, Norway, Poland§	10
Federal Republic of Germany	10-13
Sweden	11
Turkey	12
Austria	12-13
Indonesia	12-15
Italy||	16
Colombia	17

* Report of the First Central Pay Commission, p. 60.

** *Ibid* p. 60.

† I. L. O.—Hours of work, Report VIII (1958) p. 25.

†† Workers paid by the day receive no wages for public holidays on which they do not work.

‡ In France there are 11 statutory holidays in the year, but only one day is required by law to be a paid holiday. However, by collective agreements applying in various industries or undertakings, an additional number of days are paid for, up to the full 11 days, but most commonly five.

§ Two additional days are recognised by law as public holidays, namely Easter Sunday and Whitsunday.

|| In the public administration, in addition to the number of paid public holidays shown, two other days are regarded as public holidays for the purposes of applying the reduced time table.

An examination of awards of the Adjudicators in respect of festival leave made by the Government of India in 1952 shows the following All-India position :—

Festival Leave

Number of units in which festival leave was awarded							
Industry and trade	Nil	Below 5 days	5 to 10 days	11 to 15 days	16 to 20 days	21 to 25 days	Days not specified
1	2	3	4	5	6	7	8
Electrical Engineering ..	7	..	8	..	..	1	1
General Engineering ..	28	5	108	1	..	..	1
Motor Repair and Assembly ..	7	..	..	..	2	..	1
Cotton Textile ..	4	1	82	..	..	..	..
Jute Textiles ..	1	..	125	..	..	..	..
Chemicals and Oil Mills ..	11	..	9	..	2	..	..
Paper Mills ..	..	..	2	..	..	..	..
Match Factories ..	2	..	1	..	..	..	..
Printing Presses ..	1	..	170	11	..	..	1
Municipalities ..	5	..	..	1	..	1	..
Transport:—							
Other than Railways ..	4	56	..	1	..	..	..
Government ..	9	..	..	..	..	..	..
Commercial Establishments ..	67	1	15	4	..	1	5
(This was 26 days to 30 days).							
Total ..	146	63	520	18	4	3	9

Recently, the States of Kerala and Madras have introduced legislation fixing the number of paid festival holidays. There was no legislation in the Pre-reorganisation Bombay State prescribing any definite number of paid holidays for industrial labour as an obligatory minimum. But the Trade Unions often demand for workmen 10 or more paid holidays in a year. Their contention is that the workmen in India have got an agrarian bias and that the tribunals

‘should not be influenced by the number of holidays observed in foreign countries while dealing with the demand for paid holidays in this country, as we live in a different environment.’

In a large number of earlier awards particularly of engineering concerns, quite a large number of paid holidays were awarded by the learned adjudicators.

[See Penkar Cutlery Company, Pen v. its employees, 1948 I. C. R. (Bom.) p. 66—10 paid holidays ;

Tambawala Metal Manufacturing Company (B. G. G. Part I-L, January 22, 1951, p. 421)—9 paid holidays ;

Ahmednagar Electric Supply Company, 1950 I. C. R. (Bom.) p. 198—9 paid holidays ;

Walchandnagar Industries, 1948, I. C. R. (Bom.) p. 266—7 paid holidays ;

Crown Aluminium Works, Bombay (B. G. G. Part I-L, May 24, 1951, p. 2530)—8 paid holidays ;

Oriental Metal Works (B. G. G. Part-I-L, December 27, 1951 p. 6559)—9 paid holidays ;

Purushottam Kanji Factory at Mulund, 1949 I. C. R. (Bom.) p. 698—8 paid holidays.]

But these awards, as pointed out by Shri I. G. Thakore, Industrial Tribunal, Bombay in 1955 I. C. R. (Bom.) p. 578, ignored the basic fact that every additional paid holiday given to workmen would increase the financial burden on the concern and may react not only unfavourably on the concern but ultimately on the workers themselves. In Lever Brothers' Case 1952 I.C.R. (Bom.) p. 955, he observed :

“The number of holidays observed in this country are far too many. In the case of industrial workers various leave provisions are now made for annual, sick and casual leave which compare favourably with similar provisions existing in other countries. A stop must therefore be made to any extension of holidays. In my opinion the five paid holidays which this company gives at present are quite satisfactory. In a large number of engineering concerns only 2 or 3 or at the most 4 paid holidays are given. It is true that in a few concerns certain Adjudicators have increased the paid holidays up to 7 or 8 days in a year but they are more in the nature of exceptions. In the present economic condition of our country, in my opinion, if an industry is in a position to bear some additional burden, it is better to give the workers, some additional wages or improve their other conditions of service, rather than increase the number of paid holidays.”

We have given our careful consideration to this matter and we feel that the question of grant of holidays will have to be looked into from the point of view of its effect on production and not from the point of view, whether an individual should have more time to spend with his family in festivity. This is also the view of the Tribunals to which we have referred elsewhere. Our own study of awards and settlements* regarding paid holidays, indicates that the Tribunals are reluctant to grant more than four holidays to industrial workers. Even in a very large number of settlements, we find that provision is made for only four holidays. Bearing in mind all these matters and after taking into consideration the trend of the recent decisions, we fix the following norms :—

Holidays (Paid)

Industries			
GROUP 'A'			
1. Engineering	..	..	}
2. Iron and Steel	..	..
3. Chemicals	..	..
4. Pharmaceuticals	..	..
5. Match	..	..
6. Paints and Varnishes	..	..
7. Oils	..	..
8. Soaps	..	..
9. Paper	..	..
10. Printing Presses	..	..
11. Rubber	..	..
12. Leather and Tanneries	..	..
13. Cigarettes	..	..
14. Wood and Furniture	..	..
15. Glass	..	..
GROUP 'B'			
	Conservancy workmen	..	Half day for each of the holiday the other staff gets.
1. Local Authorities	..	Other than conservancy workmen.	As given to State Government servants.
GROUP 'C'			
1. Hospitals	..	All workmen	.. 4 days.
GROUP 'D'			
1. Hotels and Restaurants	..	All workmen	.. No recommendation is made.
GROUP 'E'			
1. Bidi	..	All workmen	.. 2 days.
GROUP 'F'			
1. Cotton Ginning and Pressing		All workmen	.. 3 days per season.
GROUP 'G'			
1. Salt	..	All workmen	.. 3 days per season.
GROUP 'H'			
1. Stone Breaking and Crushing	..	All workmen	.. 3 days per season.
GROUP 'I'			
1. Film Studios and Laboratories	..	All workmen	.. 4 days.
2. Cinema Workmen	..	All workmen	.. 4 days.
GROUP 'J'			
1. Shops and Commercial Establishments	..	Workmen employed in Shops	No recommendation is made.
		Workmen employed in commercial Establishments.	As per the notification issued by Government under the Negotiable Instruments Act.

*For details please see Appendix IX.

CHAPTER IV

Bonus

The demand for the payment of bonus has assumed importance in the years since the first world war and has become the source of multifarious and periodic industrial disputes during the last few years especially after the setting up of the Labour Appellate Tribunal. As would be seen from the statistics of industrial disputes demand for bonus has formed a large percentage of the total number of disputes referred for adjudication.

TABLE

Adjudication cases referred to the Industrial Tribunals.

Nature of demand	Number of cases filed in				
	1954	1955	1956	1957	1958
Wages and Dearness allowance	62	64	79	91	201
Bonus	63	66	91	151	144
Leave and Hours of work	7	8	8	11	18
Provident Fund and Gratuity	17	8	9	20	17
Retrenchment and Reinstatement	17	18	12	7	16
Miscellaneous *	5	27	15	28	56
Total	171	191	214	308	447

*Comprises of demands such as paid holidays, lay-off compensation, permanency, uniforms, etc.

Obviously no norms can be evolved for payment of bonus as it is now generally accepted that its payment depends on the available surplus during the relevant year by the concern. This surplus varies from unit to unit and year to year. The Committee however feels that harmonious industrial relations in many concerns depend to a great extent on the bonus paid or proposed to be paid. The *raison d'être* of the Committee is to make suggestions which will have the effect of expeditious settlement of disputes. We will, therefore, in this chapter give the principles of bonus which have emerged out of the awards of the Tribunals and judgements of the Supreme Court of India in the matter.

The dictionary meaning of the word 'bonus' is "a boon or gift over and above what is nominally due as remuneration to the receiver and which is therefore, something wholly to the good." In the Webster's International Dictionary, the word 'bonus' is defined as "something given in addition to what is ordinarily received by or strictly due to the recipient". The Oxford Concise Dictionary defines the word 'bonus' as "something to the good, into bargain (and as an example) gratuity to workmen beyond their wages."

Historically the demand for bonus seems to have developed in Bombay city in this way. In July 1917 owing to war conditions an increase of 10 per cent. in wages is reported to have been granted to the workers by the Millowners in Bombay. On the 23rd January 1918, a Circular was issued to the members of the Millowners' Association, Bombay, announcing that the war bonus of 10 per cent. granted in July 1917 should be increased to 15 per cent. as from the 1st January, 1918. At the end of the year a strike commenced at Century Mills and soon became general. On the 22nd January 1919 the following terms were offered by the employers :—

(a) The war bonus to be increased from 15 per cent to 35 per cent and termed as special allowance on account of the high price of food stuffs.

(b) The wages for January to be augmented by the payment of a *bonus* varying from Rs. 10 to Rs. 20 per worker.

These terms were accepted and the men went back to work. On the 1st December 1919 the employers sanctioned the payment of bonus to all operatives on the muster-roll as on 31st December 1919 at rates varying according to the length of their service. At a Conference of "millhands" held on the 14th December, 1919, the workers had expressed their gratitude to the employers for the bonus promised and requested that for certain workers more liberal terms might be offered. On the 22nd December 1919, alterations were made in the terms offered but in spite of this another strike commenced on the 2nd January 1920. A payment of bonus was again made in cash for the years 1921, 1922 and 1923 and it is important to note that the MacCleod Committee report observed: 'no warning was given to the mill hands that such payments depended entirely upon the results of the past years' working and that it could not be continued if it could not be justified by the profits earned'. By the end of 1922 the absence of demand for yarn and cloth was causing anxiety in the "Bombay Mill Industry" and on the 23rd July 1923 owing to bad trade the Millowners regretted that they would be unable to pay a bonus for 1923. As the bonus was not paid, a general strike came about towards the end of January 1924. This led to the appointment of the Bonus Disputes Committee under the Chairmanship of Sir Norman MacCleod. One of the terms of references of the Committee was 'to consider the nature and basis of the bonus which has been granted to the employees in the cotton mills of Bombay since 1919 and to declare whether the employees have established any enforceable claim, customary, legal or equitable'. The Committee had also been asked not to make any award or make any recommendation for action, but to record findings of facts. The Committee after hearing the parties concerned recorded the following findings:—

There could be no enforceable customary claim unless it were proved that there was a custom in the mill industry recognised by both parties that as soon as a worker was taken on he came within the scope of the conditions on which the bonus was to be paid by the employer.

In view of the nature of the claim, the Committee held that it was a question of bargaining between the workers and the employers, in which consideration might be given to principles of equity. Further, the Committee held that the results of the working of the mill industry as a whole for the year 1923 "are such as to justify the contention of the Millowners that the profits do not admit of the payment of a bonus".

This principle of pure *ex-gratia* payment and the absolute legal unenforceability thereof in the law Court, ultimately gave way in 1950 to a new principle which is now known as the available surplus formula and which has been approved by the Supreme Court of India.

During this period of 25 years the concept of bonus went on changing gradually from an *ex-gratia* payment to that of an industrial claim.

The Bombay Textile Inquiry Committee defined 'bonus' as follows:—

"The term 'bonus' is applied to a cash payment made in addition to wages. It generally represents the cash incentive given conditionally on certain standards of attendance and efficiency being attained."

In *Textile Labour Association, Ahmedabad vs. Ahmedabad Millowners' Association, Ahmedabad*, the Industrial Court, Bombay held in 1945 that although bonus was an *ex-gratia* payment and could not be legally demanded yet such payment was made by the employer because of the relationships which existed between the employers and their employees. Similar observations were made in a number of cases. But all these cases were decided on an *ad hoc* basis. Sometimes the employers voluntarily paid bonus to the workmen; and where disputes arose they were decided by the Tribunals and Courts in the light of the circumstances of each case, "without relying on any broad consideration of policy or without attempting to lay down any general principles."

In 1946 a bonus dispute arose between the Millowners' Association, Bombay, and its employees and it was referred for arbitration to the Industrial Court. In considering the dispute the Industrial Court went elaborately into the matter, laid down certain principles and awarded to the workmen bonus equivalent to amount of 3/8th of the total basic earnings of each workman subject to certain conditions. It may be pointed out here that the Government of India appointed a committee on Profit Sharing in May 1948 with a view to laying down a principle for determining the labour's share of the surplus profits on a sliding scale normally varying with production. The Committee was not unanimous in its decisions but it came to the conclusion that it was not in a position to lay down any definite scheme for linking labour's share in profits to production and that it will have to be determined only in an arbitratory manner and it suggested the introduction of an experimental scheme of profit-sharing in a few well-established industries for 5 years. It suggested that in those industries labour's share should be 50 per cent. of the surplus profits of the undertakings. The individual worker's share should be in proportion to his total earnings during the preceding 12 months, *minus* dearness allowance and any other bonuses received by

him. The Committee further observed that "if an individual worker's share exceeds 25 per cent. of his basic wages, we consider that the cash payment should be limited to 25 per cent. of his basic wages, and the excess held on his account either in his provident fund or otherwise". For the purpose of its scheme the Committee defined 'surplus profits' as net profits minus 10 per cent. for reserves and 6 per cent. on capital employed. It held that "paid up capital plus reserves (including all future allocations of reserves) which are held for purposes of the business, is the nearest practical approximation to capital employed in industry." The Committee's recommendations however were considered by the Central Advisory Council of Labour and thereafter no further action appears to have been taken on these recommendations.

In 1950 when the question of bonus again came up before the Industrial Court, Bombay, the Court clarified the position further and observed :—

"It can now be taken as well as established that a demand for bonus can be entertained as an industrial claim when either the wages paid fall short of the living wage standard or the industry or the concern involved makes considerable profits, part of which can fairly be said to have been due to the contribution which the workers may have made to the production effort; and the demand becomes justifiable especially when both these conditions are satisfied. (Paragraph 10 of the award in Ref. Nos. 1, 4 and 5 of 1946 *Bombay Government Gazette Extraordinary*, Part I, dated June 2, 1947 pp. 2257-75, at p. 2259). Further although bonus need not have any definite relation to the profits made, the quantum of such bonus does depend roughly on the profits made (Ref. Nos. 6 of 1946 and 10 of 1947, *Bombay Government Gazette Extraordinary*, Part I dated 9th April 1947, pp. 1099-1115 at p. 1109). Where in the result of the year's working no surplus is left as profits, a demand for bonus can properly be rejected their being neither fraud nor mismanagement on the part of those who manage the concern.

Ref. (IC) No. 7 of 1949, *Bombay Government Gazette*, Part I-L, dated July 21, 1949, pp. 776-780, paragraph 6 at p. 770;

Gendal Mills Ltd., Jalgaon v. The Jalgaon Girni Kamgar Union, Jalgaon, 1949 I. C. R. (Bom.) pp. 955-958;

Tikekar Textile Mills Ltd., v. Its Employees, 1949, I. C. R. (Bom.) pp. 945-948 at p. 946; and

Rashtriya Mill Mazdoor Sangh, Amalner v. Pratap Spg. & Wvg. Mills, Amalner, 1949, I. C. R. (Bom.) pp. 951-955 at p. 953.

Industrial Tribunals also have adjudicated likewise :—

Shaparia Dock & Steel Co. Ltd., Bombay v. Its Workmen, 1949, I. C. R. (Bom.) pp. 384-397 at p. 393;

Hindustan Foundry Ltd., Bombay v. Its Workmen 1949, I. C. R. (Bom.) pp. 458-461 at p. 461;

Indian Standard Metal Co., Bombay v. Its Workmen, 1949, I. C. R. (Bom.) pp. 477-495 at p. 479; Sunderdas Saw Mills v. Its Workmen, 1949, I.C.R. (Bom.) pp. 625-632 at page 629;

Indu Oil & Soap Co., Bombay v. Its Workmen, 1949 I.C.R. (Bom.) pp. 794-802 at p. 797; and

Sahu Rubbers Ltd., Jogeshwari v. Its Workmen, 1949 I. C. R. (Bom.) pp. 803-829 at page 816.

In our Award for bonus for the Bombay Cotton Textile Industry for the year 1948 we went so far as to say :—

"It is however to be remembered that claim to bonus might be admissible even if the living wage standard were completely attained. It may therefore be stated that so long as the living wage standard has not been attained bonus partakes primarily of the character of the satisfaction, often partial and temporary, of the deficiency in the legitimate income of the average worker in an industry, and that once such income has been attained it would also partake of the character of profit sharing".

This award of the Court made on July 7th 1950, directing 56 mills of the Millowners' Association to pay to their workmen, whether permanent or temporary, 1/6th of the basic earnings of each of them as bonus, was challenged by the Association before the Labour Appellate Tribunal and it was this appeal which led to the development of the Available Surplus Formula.

Genesis and terms of the Available Surplus Formula—In the *Millowners' Association, Bombay v. Rashtriya Mill Mazdoor Sangh, Bombay*, it was urged by the Association that the wage structure in the textile industry had been settled by standardisation and so bonus must be regarded as a gratuitous payment; and it was argued that at any rate grant of bonus cannot be made for the purpose of making up the deficiency between the actual and living wages. These contentions were rejected by the Labour Appellate Tribunal * “As both capital and labour contribute to the earnings of the industrial concerns”, observed the Appellate Tribunal, “It is fair that labour should derive some benefit if there is a surplus after meeting prior or necessary charges”. The Appellate Tribunal was also of the view that where the goal of living wages had been attained, bonus, like profit-sharing, would represent more as the cash incentive to better efficiency and production but where the industry had not the capacity to pay a living wage, bonus must be looked upon as the temporary satisfaction wholly or in part of the needs of the employees. In other words, according to this decision, the award of bonus is based on a two-fold consideration. It is made in recognition of the fact that labour has made some contribution to the profit earned by the industry, and so it is entitled to claim share in it; and it is also intended to help labour to bridge or narrow down the gap, as far as may be reasonably possible, between the living wage to which labour is entitled and the actual wage received by it. †

Dealing with the problem from this point of view the Appellate Tribunal conceded that investment necessarily implies legitimate expectation of the investor to ensure recurring returns on the money invested by him in the industrial undertaking and so it held that it was essential that the plant and machinery should be kept continuously in good working order for the purpose of ensuring that return. Such maintenance of the plant and machinery would necessarily be to the advantage of labour because the better the machinery the larger the earnings and the brighter the chance of securing a good bonus. On this consideration it was held that the amount of money that would be necessary for rehabilitation, replacement and modernisation of the machinery would be a prior charge on the gross profits of the year. Since the depreciation allowed by the income-tax authorities is only a percentage on the written-down value, the depreciation fund set apart on that basis would not be sufficient for the purposes of rehabilitation and an extra amount would have to be annually set apart notionally under the heading of “reserves” to make up the deficit. This position was apparently not disputed by the employees.‡

The claim made by the industry that a fair return on the paid-up capital must be secured and that ordinarily it should be paid at the rate of 6 per cent. per annum was also not disputed. The employees, however, challenged the claim of the industry that reserves employed as working capital should carry any interest; but their objection was overruled and it was held that working capital also would be entitled to interest though at a lower rate than that on the paid up capital. Regarding taxes it was held that a provision had to be made for taxes which would be payable on the amount determined after deducting depreciation from the gross profits less any bonus which may be awarded. In the result the Appellate Tribunal laid down the manner and method in which the available surplus should be determined. The notional accounting for this purpose starts with the figure of the gross profits which are arrived at after payment of wages and dearness allowance to the employees and other relevant items of expenditure. Then a deduction for depreciation is made, and on the notional balance thus derived a provision for taxes payable is allowed. Then follow the provisions for reserves for rehabilitation, return on paid up capital and return on reserves employed as working capital. That gives the amount of surplus, if any. Whenever the working of this formula leaves an amount of available surplus, labour was held entitled to claim a reasonable share in this amount by way of bonus for the current year. This formula is based on considerations of social justice and is intended to satisfy the legitimate claims of both capital and labour in respect of the profits made by the industry in a particular year. It takes the particular year as a unit and makes all its notional calculations on the basis of the gross profits usually taken from the Profit and Loss Account. §

Supreme Court approves the Formula—The formula came up for consideration before the Supreme Court in the *Muir Mills* case. After succinctly defining the concept of bonus, the Supreme Court accepted the definition of “bonus” as cash payment made in addition to wages as a stimulus to extra work and efficiency by the labour. But to enable labour to earn the bonus the following conditions were laid down:—

- (1) “when wages fall short of living standard and
- (2) the industry makes huge profits part of which are due to contribution which the workmen make in increasing production.”

The Court also observed: “The demand for bonus becomes a industrial claim when either or both these conditions are satisfied.”

* 1959 I, LLJ. 655, A. C. C. Ltd., and their workmen.

† 1959 I, LLJ. p. 655.

‡ 1959 I, LLJ., p. 656.

§ 1959 I, LLJ p. 656.

(a.c.p.) MO-A R 1133—5a

Though the formula was in general accepted as sound, neither the question about the adequacy, propriety or validity of its provisions was examined nor the general problem as to whether the formula needs any variation, change or addition was argued and considered.

This formula came up for a detailed examination in the A. C. C. Ltd.'s case* before the Supreme Court of India. Conceding that there is some force in some of the arguments urged in support of the plea that the formula should be revised and its priorities should be readjusted and redefined, the Supreme Court pointed out that the fact that on the whole the formula has worked out satisfactorily in a large number of industries all over the country could not be ignored. Emphasising the formula as elastic enough to meet reasonably the claims of the industry and labour for fair play and justice, the Supreme Court observed: "In its broad features it recognises the claims of the industry and tabulates them under different items as prior charges and then provides for the distribution of available surplus between the labour, the industry and the share-holders. The items specified in the formula have to be worked out notionally on theoretical grounds; in determining the content of each one of the items, it is, therefore, essential to scrutinise and weigh carefully all the relevant and material facts. If the content of each item is determined objectively in the light of all relevant and material facts, the tribunals would naturally find it possible to make reasonable adjustments between the rival claims and provide for a fair distribution of the available surplus. In this sense it is necessary to treat the formula as elastic and not rigid in working out detailed calculations under it".†

Working of the Formula—Calculation of Gross Profits—The working of the formula begins with the figure of gross profits taken from the profit and loss account which are arrived at after payment of wages and dearness allowance to the employees and other items of expenditure. As a general rule, the amount of gross profits thus ascertained is accepted without submitting the statement of the profit and loss account to a close scrutiny. If, however, it appears, that entries have been made on the debit side deliberately and *mala fide* to reduce the amount of gross profits, it would be open to the tribunal to examine the question and if it is satisfied that the impugned entries have been made *mala fide*, it may disallow them. This principle was recognised by the Labour Appellate Tribunal of India when it observed, for instance, in *J. K. Cotton Manufacturers Ltd., Kanpur, and others v. Their Workmen and the companion appeals* (1954 L. A. C. 716 at page 745—also vide 1952 L. A. C. 420 at page 421), that "if the managing agents deliberately divert profits to the selling agents with a view to deprive the labour of their bonus and pay commission to the selling agents at high rates which is certainly a matter which must be taken into consideration in the determination of available surplus balance." It would likewise be open to the parties to claim the exclusion of items either on the credit or on the debit side on the ground that the impugned items are wholly extraneous and entirely unrelated to the trading profits of the year. In considering such a plea the Supreme Court observed: "the Tribunal, must resist the temptation of dissecting the balance-sheet too minutely or of attempting to reconstruct it in any manner. It is only in glaring cases where the impugned item may be patently and obviously extraneous that a plea for its exclusion should be entertained. Where the employer makes profits in the course of carrying on his trade or business it would be unreasonable to inquire whether each one of the items of the said profit is related to the contribution made by labour. In such matters the tribunal must take an overall practical and commonsense view". Thus it may be stated that as a rule the gross profits appearing at the foot of the statement of the profit and loss account should be taken as the basic figure while working out the formula.‡

Extraneous Income not to be taken into Account—It is true in a general way that the workmen must contribute in earning profits before they are entitled to claim bonus; but it has not been laid down that direct connection between the efforts of the workmen and the particular item of profit earned must be established before the profit can be taken into account for the purposes of arriving at the available surplus. An industrial concern carries on a certain business. In carrying on that business it employs capital as well as labour, and generally speaking, the profits earned in the normal course of business at the end of the year are the result of the joint efforts of capital and labour. Even so, it may be recognised that there may be instances of extraneous income for the purpose of the Available Surplus Formula due (i) to some part of profits not having been earned "in that year"; (ii) to some part of profits arising out of fortuitous circumstances altogether unconnected with the efforts of labour; (iii) to management indulging in speculation on the Stock-Exchange; and (iv) to increase in the value of raw materials in the open market. Another category may be the profit arising out of sale of fixed or capital assets. Such income or profit may be called extraneous income as either it did not really arise in that year or though it has arisen in that year, labour has not contributed towards its accrual; it may, therefore, not be taken into account in calculations according to the Available Surplus Formula.

* 1959 I, LLJ p. 644.

† 1959 I, LLJ p. 662.

‡ 1959 I, LLJ p. 663.

Relevant Year for which Bonus is claimed is Self-sufficient—In working out the formula the other important fact which should not be ignored is that the formula proceeds to deal with the labour's claim for bonus on the basis that the relevant year for which bonus is claimed is a self-sufficient unit and the appropriate accounts have to be made on the notional basis in respect of the said year. It is substantially because of this basic assumption that if an employer receives during the bonus year a refund with respect to the excess profits tax paid by him in a previous year the amount of refund is not included on the credit side. In *Model Mills, etc., Textile Mills, Nagpur v. Rashtriya Mill Mazdoor Sangh and Others* (1955 I. LLJ 534 at page 540) the Labour Appellate Tribunal observed: "according to the formula, the income-tax is to be deducted as a prior charge on the trading results of the year just as much as the bonus is to be ascertained upon the trading results of the year. The concessions made by the Income-tax Authorities in making a refund of the excess profits tax already paid by the employer is intended to aid a concern on account of past losses and so it has nothing to do with the formula". The same principle governs cases where owing to a loss incurred in the previous year or years the employer is entitled to claim allowance for adjustment under section 24(2) of the Income-Tax Act during the bonus year; and so it is held that the allowance for adjustment which the employer claims cannot be taken into account in determining the amount of income-tax payable on the profits of the bonus year under the formula. In *Bennet Coleman and Co. Ltd., v. Their Workmen* (1955 II, L. L. J. 60) the Labour Appellate Tribunal rejected the contention raised by labour that since under section 24 (2) the employer would not be liable to pay tax during the bonus year no provision for payment of tax should be made in working out the formula. The Labour Appellate Tribunal pointed out that the fact that the employer was not required to pay tax during the bonus year was the result of the adjustment of the previous year's unabsorbed depreciation and losses against current year's profit, and that had no relevance in determining the available surplus from the trading profits of the bonus year. The same view has been taken in several other decisions to which the Labour Appellate Tribunal has referred. "Once it is realised that in working out the formula the bonus year is taken as a unit self-sufficient by itself", the Supreme Court opined in *A. C. C.'s case*, "the decision of the Labour Appellate Tribunal in regard to the refund of excess profits tax and the adjustment of the previous year's depreciation and losses against the bonus year's profits must be treated as logical and sound".*

Calculation of Depreciation—Having ascertained the amount of gross profits, the first item of deduction relates to depreciation. The propriety of this deduction was not questioned before the Labour Appellate Tribunal which evolved the formula; but the content of the item of depreciation became a matter of controversy subsequent to 1950. After 1948, section 10(2) (vi) of the Income-Tax Act has provided for initial and additional depreciation besides the statutory depreciation which was already admissible. In other words, depreciation allowed under the Income-tax Act now consists of what may be called the statutory normal depreciation calculated under rule 8 as well as initial depreciation and additional depreciation. The allowance of these depreciations is an exception to the general rule that the income has to be taxed without reference to the diminution in the value of the capital. Under the amended provision of section 10(2) (vi) of the Income-tax Act, the employers began to claim that from the gross profits all the depreciations admissible under the Income-tax Act should be debited; and this claim was upheld by some tribunals and rejected by others. This conflict of decisions led to confusion; and so a Full Bench of the Labour Appellate Tribunal was constituted to decide this and other points in the case of the *U. P. Electric Supply Co. Ltd., etc., Electricity Supply Undertakings v. Their Workmen* (1955 II, L. L. J. 431). The Full Bench held that "the depreciation which should be deducted from the gross profits in working the formula is annual depreciation allowable under provisions of the Income-tax Act including the multiple shift depreciation; it also held that the initial depreciation and additional depreciation which were also allowed under the Income-tax Act are abnormal additions to the Income-tax depreciation designed to meet particular contingencies and for a limited period; and so it would not be fair to the workmen that these two depreciations should be rated as prior charges before the available surplus is ascertained". Apparently some doubt arose as to what exactly was allowed to be deducted under this Full Bench Decision; and two of the members of the Full Bench took occasion to clarify the position in *Surat Electricity Company's Staff Union v. Surat Electricity Co. Ltd. and others* (1957 II L. L. J. 648). This decision shows that what the Full Bench intended to treat as depreciation for the purpose of the formula was a notional amount of normal depreciation. In order to avoid any future doubt or confusion, the judgment in the case has set out the manner in which this notional normal depreciation has to be worked out. Since this decision was pronounced, it is the notional normal depreciation that is deducted from the gross profits in working the formula. Upholding the view taken by the Full Bench as wholly consistent with the basic idea of social justice on which the original formula is founded, the Supreme Court observed; "the relevant provisions of

* 1959 I. L. L. J. 663.

the Income-tax Act allowing further depreciation are based on considerations which have no relevance to the original formula; indeed, as the Full Bench has pointed out, if the said two items of depreciation are allowed to be deducted from the gross profits, it would in a majority of cases defeat the object of the formula itself. We would accordingly hold that the depreciation which has to be deducted from the gross profits should be the notional normal depreciation as explained in the case of *Surat Electricity Co. Ltd., and others* (1957 II L. L. J. 648)*. ”

Calculation of Income-tax—The balance obtained after deducting depreciation from the gross profits is then taken as the amount on which calculations have to be made about the income-tax payable for the bonus year. This item gives rise to a controversy between the parties. The employers often urge that in determining the amount payable by way of income-tax on this balance, the tribunal should not take into consideration allowances which are made under the relevant provisions of the Income-tax Act. There is no doubt that in taxing the employer for the bonus year the Income-tax Act would make allowance not only for the normal depreciation but also for the initial and additional depreciations; but the argument is that the income-tax should be determined notionally without reference to the said allowances. In support of this argument, it is further urged that though the employer may obtain credit for the two further depreciations for some years, later on the said allowance will not be made and his liability to pay tax would be correspondingly increased. It is but fair, so the argument runs, that the employer should be allowed to create a fund of income-tax reserve from which he would be able to bear his tax liability in future as and when it is bound to increase.†

On the other hand, it is contended on behalf of workmen that while determining the amount of tax payable for the bonus year the Tribunal cannot ignore the concession given to the employer by the Income-tax Act by making the allowance of two further depreciations. What the employer claims is not the amount payable during the bonus year but much more in addition in order to build up a reserve and this notion of building up a tax reserve for meeting future, though certain, increased tax liability is foreign to the basic idea of the formula. For making calculations under the formula the bonus year is taken as a unit and all items specified in the formula are worked out on that basis. That is why the refund of the excess profits tax received in the bonus year is excluded from consideration and the right of the employer to adjust his previous year's losses and depreciation against the trading profits of the bonus year is likewise ignored. So too the fact that the employer may have to pay increased taxes in future years must be treated as irrelevant. That in brief is the case for workmen. Considering that it would not be reasonable to allow the employer to claim under the item of income tax an additional amount in respect of the two further depreciations which are expressly allowed to him under section 10(2) (vi) of the Income-tax Act, the Supreme Court observed: “It is clear that the amount determined under this item would not represent the actual tax which the income-tax department will recover from the employer. In that sense it would always be a notional amount; but in calculating even this notional amount it would be unfair and unjust to ignore the concessions allowed to the employer by section 10(2)(vi). The creation of a fund of income-tax reserves may conceivably lead to unnecessary complications. Besides, if on principle the further depreciations allowed by the Income-tax Act are treated as inadmissible under the formula and so are excluded from consideration, it would be substantially inconsistent with the object of such exclusion to allow the employer to claim tax in respect of the said amounts of the two depreciations. It is clear that even if the amount of income-tax is determined after taking into account the concession given to the employer by section 10(2)(vi), it would work no hardship to the employer, for the simple reason that in future years when these concessions cease to be operative and his liability to pay the tax correspondingly increases, he would be entitled to claim the amount of income-tax which would then be payable by him. This method of calculating income-tax is thus fair to both the parties and it has besides the merit of being consistent with the basic character of the formula. It would be relevant in this connection to remember that, though in most of the industries workmen continue to be employed from year to year, notionally and on principle, the claim for bonus for a particular year is made on behalf of workmen employed during the said year; and in that sense the relevant calculations have to be made with the bonus year as a unit. That is why considerations of future tax liability of the employer are foreign to the calculation under the formula. We would, therefore, hold that in calculating the amount of tax payable for the bonus year the tribunals should take into account the concessions given by the Income-tax Act to the employers under the two more depreciations allowed under section 10 (2)(vi) of the Income-tax Act.‡

Return on Paid-up and Working Capital—The next step in the working of the formula relates to the deduction of an appropriate amount in respect of the return on paid-up capital as well as working capital. The formula generally provided for the payment of interest at 6 per cent. per annum on the paid-up capital and at 2 per cent. on working capital. Subsequent

* 1959 I. L.L.J. p. 664.

† 1959 I. L. L. J. p. 65.

‡ 1959 I. L. L. J. p. 655.

decisions show that the tribunals do not regard the said rates as inflexible and they have suitably modified them in the light of the relevant circumstances, in each case. In the Supreme Court's opinion, this is a correct approach and that it is necessary to fix the rates of interest on the two items of paid-up capital and working capital according to the circumstances of each case. In this connection it may be added that ordinarily industrial tribunals award interest at the rate of 6 per cent. per annum on paid-up capital.

In *Workmen of Assam Co. Ltd. v. Assam Co. Ltd.* (1958 I. L. L. J. 770) the Supreme Court held that interest allowed by the Tribunal at 7 per cent. on paid-up capital and confirmed by the Labour Appellate Tribunal was justified because "an industry connected with agriculture like the tea industry is exposed to greater risks than any other industry such as weather, pests in the plants and gradual deterioration of the soil". On the other hand, in *Ruston and Hornsby (India) Ltd. v. Their workmen* (1955 I. L.L.J. 73) the Labour Appellate Tribunal allowed only 4 per cent. return on the part of the paid-up capital represented by bonus shares for the year in which such shares were issued and observed that "for subsequent years no distinction between it and other paid-up capital represented by paid up shares should be made". Similarly, in regard to reserves or depreciation used as working capital interest has been allowed either at 4 per cent. or at 3 per cent. or even at 2 per cent. according to relevant circumstances. In the *Mill Owners' Association, Bombay v. Rashtriya Mill Mazdoor Sangh* (1952-I L.L.J. 518 at p. 512) the Labour Appellate Tribunal has observed that "as we have said before, there is no fixed rules as to the rates of return on capital and each case must depend on its individual facts. We have in appropriate cases given as high as 4 per cent. but in case of the Mills the Full Bench has considered that the equivalent of 2 per cent. would be reasonable and we propose to retain it at that level for the present". In the *Tea and Coffee Workers' Union and others v. Brooke Bond (India) (Pvt.) Ltd.* (1958-I L.L.J. 645) the Industrial Tribunal has considered the previous decisions on the question of the return on working capital and held that, in the case before it, it would be an adequate return on the working capital if 3 per cent. interest is allowed because there were no special reasons existing for allowing a higher rate.*

In dealing with this aspect of the matter it is relevant to point out that no distinction has been made by tribunals between reserves used as working capital and depreciation fund similarly used. In (1952-I. L.L.J. 518 at p. 523) when labour objected to the depreciation fund earning any return even if it was utilised in or about the business of the year, the Labour Appellate Tribunal overruled the objection and observed that "no essential difference could be made between the depreciation fund and any other fund belonging to the company which could be invested so as to earn a return". It is thus clear that what is material is not the origin of the fund. It is the fact that the fund in the hands of the concern has been used as working capital that justified the claim for an adequate return on it.† It is of course necessary that the employer must show that the amount under the depreciation fund was in fact available and that it has actually been used as working capital during the relevant year. What return should be allowed on such funds must inevitably be a question of fact to be decided in each case. In *Indian Hume Pipe Co. Ltd. v. their Workmen* (1959 II. L.L.J. p. 357) the management claimed that even on the preference shares 6 per cent. return should be allowed and not 5 per cent. even though preference share-holders were not entitled to anything beyond 5 per cent. under the terms of issue.‡ Rejecting the contention of the management, the Supreme Court observed that 'even though the bonus formula is a notional one we cannot ignore the fact that in no event would the appellant be bound to pay to the preference share-holders anything beyond 5 per cent. by way of return'. The Available Surplus Formula cannot be so literally construed. There is bound to be some flexibility therein, the 6 per cent. which is prescribed there as the return on the paid-up capital is not inexorable, and the Tribunals could, if circumstances warrant vary the rate of interest either by increasing or decreasing the same.§

As regards return on bonus shares, in *Associated Electrical Industries (India) Ltd., Calcutta v. Their Workmen*, it was held by the Labour Appellate Tribunal that 'on bonus shares return should be allowed at a rate less than that allowed on shares issued for cash but more than what is usually allowed on reserves used as working capital. We consider that 5 per cent. is the proper rate in this case'. [(1956) II. F. J. R. 12 at page 21]

Claim for Rehabilitation, Replacement and Modernisation of Plant and Machinery—The original formula referred to replacement, rehabilitation and modernisation of the plant and machinery. Soon after the formula was evolved, a dispute arose as to whether the industry was entitled to claim rehabilitation for its buildings as well and it was held that "a claim for rehabilitation for buildings had to be treated as a prior charge just like the claim for the rehabilitation of plant and machinery".|| (1952-I L. L. J. 512).

* 1959 I. L. L. J. p. 666.

† 1959 II. L. L. J. p. 657.

‡ 1959 II. L. L. J. p. 362.

§ 1959 II. L. L. J. p. 362.

|| 1959 I. L. L. J. p. 667.]

The object of providing depreciation of wasting assets in commercial accounting is to recoup the original capital invested in the purchase of such assets ; but the amount of depreciation which is allowed under the formula can hardly cover the probable cost of replacement. That is why the formula has recognised the industry's claim for rehabilitation in addition to the admissible depreciation.* In considering the claim for rehabilitation it is first necessary to divide the blocks into plant and machinery on the one hand and other assets like buildings, roads, railway sidings, etc., on the other. Then the cost of these separate blocks has to be ascertained and their probable future life has to be estimated.†

One of the controversial points which arose in this connection was what level of prices should be considered in making its calculations about the probable cost of replacement ? "It seems to us" the Supreme Court observed, "that in order to enable the tribunal to make an estimate in this matter as near actualities or realities as possible, it is necessary that the tribunal should be given full discretion to admit all relevant evidence about the trend in price levels. The price level during the bonus year would no doubt be admissible ; but that alone should not be taken as the basis for decision. That is the view which the tribunals have taken in majority of cases in dealing with the question of rehabilitation and we do not think that there is any justification for disturbing the usual practice in that behalf."

"The problem of determining the probable cost of replacement itself is very difficult ; but the difficulty is immeasurably increased when it is remembered that the claim for rehabilitation covers not only cases of replacement pure and simple but of rehabilitation and modernisation. In the context rehabilitation is distinguished from ordinary repairs which go into the working expenses of the industry. It is also distinguished from replacement. It is quite conceivable that certain parts of machines which constitute a block may need rehabilitation though the block itself can carry on for a number of years ; and this process of rehabilitation is in a sense a continual process. Unlike replacement, its date cannot always be fixed or anticipated. So with modernisation and all these three items are included in the claim for rehabilitation. That is why we think it is necessary that the tribunals should exercise their discretion in admitting all relevant evidence which would enable them to determine this vexed question satisfactorily"‡.

The decision on the question of the probable cost of rehabilitation is always reached by adopting a suitable multiplier. This multiplier is based on the ratio between the cost price of the plant and machinery and the probable price which may have to be paid for its rehabilitation, replacement and modernisation. Since there has been a continuous rise in the prices of industrial plant and machinery the older the plant which needs rehabilitation the higher is the multiplier. That is why there is always a *competition* between industry and workmen on this point. Industry is sometimes tempted to keep its old pre-1939 block alive with a view to claim a higher multiplier which gives it a larger amount of rehabilitation expenditure ; whereas workmen urge that the old pre-1939 block has been nominally kept alive as a device and so press for a lower multiplier which would reduce the claim for rehabilitation. Once a proper multiplier is adopted in respect of each one of the blocks the first step in determining the probable cost of rehabilitation can be easily taken. It then becomes a matter of mere arithmetical calculation.

At this stage the divisor steps in. The total amount required for rehabilitation which is determined by the application of a suitable multiplier in respect of each block has to be divided by a suitable divisor in respect of each block in order to ascertain the annual requirement of the employer in that be half year by year. In the case of the divisor the employer seeks for a lower divisor whereas workmen claim a higher divisor, and this contest has to be decided by the tribunal by reaching a fair conclusion on the evidence before it about the probable future life of the block in question.‡.

Before actually awarding an appropriate amount in respect of rehabilitation for the bonus year certain deductions have to be made. The first deduction is made on account of the break down value of the plant and machinery which is usually calculated at the rate of 5 per cent. of the block in question. Then the depreciation and general liquid reserves available to the employer are deducted. The reserves which have already been reasonably ear-marked for specific purpose of the industry are, however, not taken into account in this connection. Last of all, the rehabilitation amount which may have been allowed to the employer in previous years would also have to be deducted if it appears that the amount was available at the time when it was awarded in the past and that it had not been used for rehabilitation purposes in the meanwhile. These are the broad features of the steps which have to be taken in deciding the employer's claim for rehabilitation under the working of the formula (§).

* 1950 I. L. L. J., 667.

† 1959 I. L. L. J. p. 667.

‡ 1959 I. L. L. J. 669.

§ 1959 I. L. L. J. 679.

It would thus be clear that the decision of this major item in the working of the formula presents many difficulties; and in the last analysis its decision depends upon several hypothetical and empirical considerations. It is, therefore, not surprising that in the case of *Metal Box Co. of India Ltd. v. Its workmen* (1952 I. L. L. J., 830-834) the Labour Appellate Tribunal has observed that, "it is unfortunately too true that all our calculations as to rehabilitation may be disproved by subsequent events. It is impossible to say what the trend of world prices would be in the next fifteen years of which circumstances will intervene before that period to upset such calculations one way or the other and no calculations of this kind are capable of mathematical accuracy. We have to take a commonsense view of these matters and make an allowance for rehabilitation to the best of our ability and in accordance with our formula." It has also been observed by the Labour Appellate Tribunal that if an appropriate multiplier and divisor are determined "they are generally used because the tribunals take the view that the reconsideration of the said multiplier and divisor should not be hastily undertaken and could be justified only on the basis of a substantial change of a stable character extending or likely to extend over a sufficient number of years so as to make a definite and appreciable difference in the cost of replacement (Vide : 1952 I. L. L. J. p. 518 at 521)".

Claim for Rehabilitation—Onus of Proof is on Employer—In dealing with employer's claim for rehabilitation, tribunals have always placed the onus of proof on the employer. He has to prove the price of the plant and machinery, its age, the period during which it requires replacement, the cost of replacement, the amount standing in the depreciation and reserve funds, and to what extent the funds at his disposal would meet the cost of replacement. If the employer fails to lead satisfactory evidence on these points tribunals have on occasions totally rejected this claim for rehabilitation—vide *Ganesh Flour Mills Co., Ltd., Kanpur v. Ganesh Flour Mills Staff Union, Kanpur*, and another (1955 II L. L. J. 151) and *Dharangadhra Chemical Works Ltd. v. Its workmen* (1956 I L. L. J. 475). If the tribunals are satisfied that the employer is deliberately and without sufficient cause not taking any steps to rehabilitate, replace or modernise his machinery even though an appropriate allowance is made in that behalf from year to year, they are allowed to take into account this conduct in determining the extent of such allowance in the bonus year in question. Similarly if it appears that the employer has deliberately or *mala fide* refrained from rehabilitating or replacing his old machinery with a view to claim a higher multiplier in calculating the rehabilitating amount, the tribunals are allowed to take his conduct into account in determining the actual allowance of rehabilitation to him.*

Payment in Gratuity Fund if could be treated as Prior Charge—In *ACC Ltd.'s case*, the Supreme Court while considering the employer's claim to treat the amount in gratuity fund as a prior charge, has ruled that "On principle it is desirable that no addition should be made to the list of prior charges recognised by the formula. Even as when the available surplus is determined the Tribunal ought to take into account the employer's claim on account of the gratuity fund created for the benefit of his workmen and the amount which the tribunal may regard as a reasonable allowance in that behalf should be definitely borne in mind in finally deciding the amount which should be paid to the workmen by way of bonus. This method will meet the employer's claim adequately without making any addition to the list of priorities specified in the formula." †

Deduction of bonus as a prior charge disapproved—In *Crompton Parkinson (Works) (Private) Ltd., Bombay v. Its workmen and others* (1959 II L. L. J. p. 382), the Supreme Court has deprecated the practice adopted by some of the tribunals in giving the amount of bonus a priority in the calculation. "To deduct bonus as a prior charge even before the recognised items of prior charges" the Supreme Court observed, "appears to us to put the cart before the horse". "Such a process", the Supreme Court went on saying, "is certainly not giving effect to the bonus formula but amounts to *ad hoc* determination which may vary according to the length of the proverbial foot of the Lord Chancellor and is bound to lead to chaos and industrial unrest." ‡

Provision for debenture redemption fund should not be given status of a prior charge—In the *Indian Hume Pipe Co. Ltd. v. Their workmen* (1959 II LLJ p.363) the Tribunal had allowed the sum of Rs. 2,50,000 for debenture redemption fund as a prior charge in the bonus calculations. Considering this as unjustified, the Supreme Court observed :—

"The Full Bench Formula does not envisage any such prior charge. It is no doubt true that capital is shy and it would not be practicable for the industrial concern to raise large amounts by way of fresh debentures when they become due. It is also true that the debentures do not stand on a par with other debts of a concern because the debenture holders would in a conceivable situation be able to enforce their security by bringing the

* 1959 I. L. L. J. 670.

† 1959 I. L. L. J. 672.

‡ 1959 I. L. L. J. 386.

Industry to a stand still by taking over charge of the whole concern. It would, therefore appear that the redemption of these debentures would be one of the primary obligations of the industrial concern and due provision has of necessity to be made for redemption thereof on the date. This, however, does not mean that in the calculations of the distributable surplus the provision for such redemption should be given the status of a prior charge, though of course that would be a relevant consideration while distributing the available surplus between the various interests entitled thereto."

Distribution of available surplus—"Once the amount of rehabilitation is thus determined the available surplus for the bonus year is ascertained and the final stage is reached when the tribunal has to give directions for the distribution of the said available surplus. It is not seriously disputed that three parties are entitled to claim a share in this available surplus; labour claims bonus from it, the industry claims a share for the purpose of the expansion and other needs, and shareholders claim a share by way of additional return on the capital invested by them. In the case of the Millowners' Association, Bombay, (1952 I LLJ 581) where the formula was evolved, out of the available surplus of Rs. 2.61 crores, 2.16 crores was distributed by way of bonus leaving a balance of 0.45 crores with the industry. In the Trichinopoly Mill Ltd. v. National Cotton Mill Workers' Union (1953 II LLJ. 361) the available surplus was found to be Rs. 34,660 and out of it Rs. 30,000 was ordered to be distributed as bonus to the workmen. These two and other similar instances, however, cannot be pressed into service for the purpose of evolving any general rule as to the ratio or proportion in which the available surplus should be distributed. The ratio of distribution would, obviously depend upon several facts: what are the wages paid to the workmen and what is the extent of the gap between the same and a living wage? Has the employer set apart any gratuity fund? If yes, what is the amount that should be allowed for the bonus year? What is the extent of the available surplus? What are the dividends actually paid by the employer and what are the probabilities of the industry entering upon an immediate progress of expansion? What dividends are usually paid by comparable concerns? What is the general financial position of the employer? Has the employer to meet any urgent liability such as redemption of debenture bonds? These and similar considerations will naturally determine the actual mode of distribution of the available surplus. In this connection labour's claim to fill up the gap between the wage actually paid to it and the living wage has an important bearing on the decision of this point. Industry's claim for paying additional return on capital and for making additional provision for expansion would also have to be considered. The fact that the employer would be entitled to a rebate of income-tax on the amount of bonus paid to his workmen has to be taken into account and in many cases it plays a significant part in the final distribution."*

Computation of Bonus—The rate of bonus is almost always linked to basic wages and not to total earnings. This is done in order not to disturb the wage-differential. In Oil companies case (1953 II LLJ 245) the Labour Appellate Tribunal observed that it has been the general practice to divide the available surplus as bonus in terms of basic wage and the practice should not be disturbed. A live objection to the inclusion of dearness allowance, is its variable character It seems to us that the wage differentials represent as between the workmen *per se* more correct measure of the value of the work they do for the purpose of distributing bonus; and assuming, as we must, a fixed and ascertained quantum of "available surplus" allocated as bonus, we feel that the wiser method of distributing the amount is to apply multiples based on wage differentials in other words on the basic wages. † Similarly in A. C. C. Ltd.'s case the Supreme Court considered that the Tribunal was not justified in directing that the calculation of bonus should be made on the basis that overtime payments constituted a part of basic wages of the employees and observed. "On principle we do not think it would be fair to the workmen as a whole that overtime should be included in calculating the bonus which each workmen should receive. Workmen who do overtime get additional payment for such overwork. If in addition to such payment they are allowed to include the said payment in their wages in calculating bonus to which they are entitled, obviously the gap between their actual wage and the living wage would be filled up to a large extent than in the case of other workmen who do not receive such additional overtime payment. Besides, if the payment of bonus proceeds on the broad consideration that it is due to the workmen for their contribution to the profits, it would be unreasonable to make a distinction between workmen and workmen on the ground that some have contributed more to the profit than others, and that is exactly what would follow if overtime workers are allowed to claim a larger amount of bonus than their other colleagues. That is why we think the tribunal was not justified in directing that the calculations of bonus should be made on the basis that overtime payments constituted a part of basic wages of the employees—." ‡

Belated claimed—Bonus being an amount payable from profits of the year for which it is claimed, it is now almost a settled rule that demand for past years' bonus should be rejected where accounts for these years are settled and such accounts it has been held, should not be reopened unless valid reasons are adduced to do so. One of the arguments made in support of

* 1959 I L.L.J. p 671.

† 1953 II L. L. J. 252.

‡ 1959 III L.L.J. 672.

belated claims for bonus is that workers in India are not organised and should have a right to claim bonus even in respect of the year for which the accounts have long been closed. This argument has, however, been rejected by Labour Appellate Tribunal.

The first pronouncement of the Labour Appellate Tribunal on this point is to be found in the case of Kashi Iron Foundry and others, 1952, I. L.L.J. 199, in paragraph 7 at page 202 we have the following remarks :—

“ The employees claim bonus for the years 1947-48, 1948-49 and 1949-50. The Conciliation Board has turned down the claim for bonus for the years 1947-48 and 1948-49 and has allowed bonus only for the year 1949-50. The case of the employees is that the Conciliation Board has erred in not awarding bonus for the two previous years. In our opinion the reason given by the learned Conciliation Board for disallowing bonus for the two previous years is quite sound. It is a well known principle that the bonus is allowed from the profits of the year for which it is claimed and it would not be possible to reopen the accounts of the previous years. It appears that the claim for bonus was put up for the first time in October or November, 1950 and there was no justification for this delay. The employees plead that as there was no union they had no opportunity to raise their demands, but this would not entitle them to raise a belated demand ”.

In the case of Caltex (India) Ltd., 1952, II, L.L.J. 183, the Company had granted one month's basic wages as bonus for the years 1946 to 1949 to its Calcutta employees. In its written statement the union claimed additional bonus for those years and six months' basic wages as bonus for 1950. The Tribunal refused to grant additional bonus for the years 1946 to 1949 and awarded only two months' basic wages as bonus for 1950. The union went in appeal. The Labour Appellate Tribunal observed in paragraph 25 of its decision as follows :—

“ The bonus paid for the years 1946 to 1949 was accepted by the employees voluntarily and without demand at the time. Later on by awards given by the Bombay Tribunal, bonus at higher rates was allowed for those years to the company's employees at Bombay. This led to the belated demand for more bonus for those years by the employees of the Calcutta branch made on 5th November, 1949, which was placed before the conciliation Officer. Although that demand was made almost at the close of the year 1949, there was no demand then for the bonus for the year 1949. The bonus for the year 1949 at one month's basic wages was thereafter offered by the Company and was accepted without any protest, nor was there a demand for more at the time when the bonus was offered and accepted. It was only on 3rd August, 1950, that a demand for three months' basic wages as bonus for 1949 was made. On that date the demand for bonus for 1950, also was made at 6 months' basic wages. On these facts we do not see how there can be any scope for an industrial dispute for the years 1946 to 1949. We, therefore, proceed to consider the claim for 1950 on the merits.”

The case of Burmah Shell Oil Co., 1954, I, L.L.J. 21, lays down the same principle. In that case the demand for bonus for the years 1947, 1948 and 1949 was made for the first time on 21st September 1951. The Labour Appellate Tribunal observed that as the accounts for the years in question had been settled and closed, bonus for those three years could not be granted.

In the case of Karim Bidi Factory, Ahmedabad, 1955, I, L.L.J. 530, it was observed as follows :—

“ So far as the claim for Samvat Year 2006 is concerned it was urged on behalf of the employer that this claim also should have been rejected as it was made at a very late stage (the claim for Samvat Year 2005 having been rejected on the ground of belatedness). We agree with this contention. A demand for bonus for all the three years was made for the first time on 16th February 1953. Samvat Year 2006 has ended in October 1950. In other words the demand for bonus for this year was made more than 2 years and 3 months after the closure of that year. ”

The Labour Appellate Tribunal then referred to the case of Kashi Iron Foundry and Burmah Shell Oil Co. (above referred to) and observed at page 531 as follows :—

“ A claim for bonus must be made within a reasonable time and we are of the view that in the present case the delay of more than two years was unreasonable ”.

The last quotation from the Labour Appellate Tribunal's observations summarises all the authorities on the point. A demand for bonus must be made within a reasonable time from the date from when the year under reference ends.

Bonus to a section of workers—The question of granting bonus only to a section of the workers has been disapproved by Supreme Court in *Burn and Co., Calcutta v. their Employees* (1956-57 II, FJR, p. 217). In this case the Supreme Court was dealing with the question whether bonus should be paid only to employees of one of the units when the available surplus in respect of the units did not justify the grant of bonus at the same rate to employees of all the units. Relying on the decision in the case of *Karamchand Thapper and Bros. v. Their Workmen* (1952 4, FJR 365), the Supreme Court observed :

“ If order of the Appellate Tribunal is to be given effect to, some of the employees of the Company would get a bonus, while others not”

and that must lead to disaffection among the workers and to further industrial disputes.

Since the payment of bonus is related to the workmen's effort in relation to the profits earned, the question has been raised on various occasions as to how bonus is to be distributed in the case of a parent Company having various undertakings run at various branches. On this question, the decided cases are as follows :—

In *Baroda Borough Municipality v. Its workmen* (1957 SCR. 33) it has been held that the workers employed in the Electricity Department of the Municipality were not entitled to bonus claimed, because the different activities of the Municipality constituted one integrated whole and the activities of the different departments were not distinct or unconnected activities so as to permit the isolation of one department from another or of an earning department from a spending department. It was also held that it would be unfair to draw distinction between the workers of the earning department and the workers of the spending department for the payment of bonus. Such a distinction would, instead of promoting peace and harmony among the employees of the Municipality, create unrest and discontent. In the *British Insulated Calenders' Cables Ltd., v. Their workmen* (1952, LAC p. 87) the Company was carrying on business in India, Pakistan and Ceylon for the relevant years and it was held that the bonus for the Indian employees must depend upon the figures of India alone and not on the figures contained in the consolidated accounts of the three countries in question. In the *Workmen employed in the Ahmedabad Manufacturing and Calico Printing Company Ltd., (Chemical Division) v. Ahmedabad Manufacturing and Calico Printing Company Ltd., (Chemical Division)* Ahmedabad (1952, LAC, p. 544) the Company carried on business in textiles as well as chemicals. About 1/3rd of one of the products and 1/30 of another of the chemical section were supplied to the textile section. The remaining products of the chemical section were sold to outsiders. The accounts and the management of the two sections were separate although under a single top direction with a single balance sheet and profit and loss account. The majority view of the Labour Appellate Tribunal was that the workmen of the chemical section in which there was no available surplus of profits, could not claim the same bonus as had been given to the workmen of the textile section which made profits. According to the decision in the *British India Steam Navigation Co. Ltd. v. Its workmen in Bombay* (1952, LAC 826) to base bonus on global trading results of the company must have special justification. Though it may be true that the trading results of the relevant year are collected and ascertained only at the head office in England, it should not be impracticable on the figures available at the head office, to make allocation of earnings and expenditure arising out of the Company's work in India for the purpose of the Full Bench Formula.”

“It is a long call”, said the Appellate Tribunal, “from the claim of 270 tally clerks in Bombay to the world profits of this global organisation operating from England; it would be more realistic to discover the figures on an All-India basis or on a large regional area and discover available surplus and only if that could not be done, then it would be permissible to take trading result of the entire world”.

In *Greaves Cotton Company Limited, Bombay v. Its workmen* (1954 LAC 599), the Company was carrying on business both in India and Pakistan. It was urged by the Company that a portion of the investment income could not be brought to India from Pakistan owing to exchange restrictions and the argument was that, since a part of the investment income could not be brought to India, that must be deducted from the surplus deduced from the balance sheet because the portion lying in Pakistan was not available to the company for distribution by way of bonus. This argument was not accepted though the Labour Appellate Tribunal found that the exchange difficulties might prevent the Company from bringing the investment income in question for some time. “The fact”, said the Appellate Tribunal, “that the money is not available for immediate use in India would, however, be a relevant consideration in determining the quantum of bonus after available surplus has been determined”. According to decision of the Labour Appellate Tribunal in the *Indian Oxygen and Acetylene Co. Ltd., v. Indian Oxygen Workers' Union, Kanpur*, (1952, LAC. p. 254) in the case of a company having manufacturing centres in different localities but doing business as a single undertaking, the profit and loss of the entire concern and not of any particular branch determines the question of bonus to employees of all localities. “The profits of a particular branch”, observed the Appellate Tribunal, “are never earmarked for expenditure

in that branch and what is of greater importance is that the return on the share capital in the shape of dividends to the share-holders which have been invested in the different factories of the Company is declared and paid from the profits of the company, that is to say from the net amount which is the result of pooling the profits and losses of the entire concern. Similarly in *Ajodhya Distillery Raja-Ka-Sahaspur v. Ajodhya Distillery Mazdoor Union* (1951 II LLJ 613), the Appellate Tribunal has held that "where the Company had several concerns and the profits of all of them were pooled and the liabilities of different concerns met out of the joint resources irrespective of the profit of each concern, then the bonus payable to workmen of any one concern cannot depend upon the profits by that individual concern only". To the same effect is the decision of the Labour Appellate Tribunal in *Harman and Mohatta v. Their workmen* (1956 II, LLJ 210). In this case, the Appellate Tribunal held that "where the trading results of the various branches are ultimately collected into a consolidated balance sheet and where there is an integrated policy and control from the head office, it would be unrealistic to take into account the trading results of the workshops separately for the purpose of deciding whether the bonus is payable or not to its workmen". In *Inland Steam Navigation Workers' Union v. Inland General Navigation and Railway Company and Anr.*, (1956 II, LLJ 378), it has been held that "workmen are entitled to share in the prosperity of industry taken as a whole in one picture. If there are profits in one area of the activities of the industry and loss in another, the prosperity of the industry must be judged from the net result of the profit or loss especially as workmen do not share the loss under any circumstances". The Tribunal further held that "the converse proposition also is true that if in fact there are two distinct industries or two distinct units of the same industry though run by the concern and have always been treated as distinct units by the concern for the purpose of ascertaining profits or losses, they cannot be combined only for the purposes of ascertaining bonus payable to workmen. In other words, what has been one whole cannot be broken up into compartments and what has been separate units cannot be combined into one to suit the convenience of either the employer or the employees for the sake of ascertaining bonus".

Some of these cases came up for discussion in the French Motor Cars Company's case [1959 I. C. R. (Bom.) p. 754]. In that case the accounts of the Bombay Branch and the Head Office had been kept separately for the year. The Bombay Branch used to pay interest to the Calcutta office for the amount paid by the latter for the purposes of the former and *vice versa*. The agencies in Bombay worked for different cars and trucks from the Agencies in Calcutta. Agreements with manufacturers were entered into by the Head Office and the Branch separately; materials supplied by one office to the other were charged for. The Bombay accounts were audited separately. For a number of years the Calcutta staff got less bonus than the staff at Bombay Branch as the profit of the former was relatively less. The Tribunal, therefore, came to the conclusion that the accounts of the Bombay Branch only should be taken into consideration for the purposes of bonus to the workmen employed in Bombay.

The question again came up before the Supreme Court in the Lipton Ltd.'s case. In that case the claim of the union was that the total global profits of the Company should be the basis for determining the claim of bonus. The company on the other hand contended that the profits of Indian business only should be taken into consideration. The Industrial Tribunal held, that the labour can claim bonus if it has contributed to the profits of the year in question, since the employees of Lipton Ltd., in India did not in any event contribute to the profits of the Central Branch, or in respect of trading activities outside India, they cannot claim bonus on basis of any profits which the Company might have derived from its Ex-India business. The Supreme Court affirming this view held that the union was not justified in asking for bonus on the basis of world profits, because the claim for bonus only arises when wages fall short of the living wage, and the industry makes sufficient profits to which both labour and capital have contributed and is not of the same nature as that of a deferred wage being only payable out of available surplus left from the profits of the year after deduction of prior charges.

Their lordships also referred to the decision in the case of the Ganesh Flour Mills v. Employees of Ganesh Flour Mills (1957—LAC, p. 707) and observed: "There are a number of decisions of Labour Tribunals, most of which were noticed in *Ganesh Flour Mills Co., Ltd. v. Employees of Ganesh Flour Mills* (1957—LAC p. 707) where a distinction has been made between a parent concern and subsidiary concerns or even between different units of the same concern and speaking generally, the test laid down for the payment of bonus in such cases is:—

(1) If the different units are connected together or integrated that the payment of bonus to one section of employees will violate the principle that all workers should share in the prosperity to which they jointly contributed, or

(2) the different units are so separated or unconnected that the trade activity of one and the contribution of labour made in the profits thereof has no necessary connection with the trade activity and profits of the other units.

In the former case the undertaking has been treated as whole as in *Burn & Co., Calcutta v. Their Employees* (1957-I, L. L. J. 226) and *Baroda Borough Municipality v. its Workmen* (1957-I, L. L. J. 8) in the latter it has been held that each unit must rest its claim for bonus on the profits made by that unit. Whether a particular case comes under the former category or the latter must depend on its own facts and circumstances and we may readily agree that the mere keeping of separate accounts may not in all cases be the proper criterion for determining whether the different units are integrated or not”.

The Lipton's case was distinguished in *B. O. A. C's case* [1959 I. C. R. (Bom.) p. 865] by one of the Industrial Tribunals in Bombay. In that case, the figure of profit shown in the balance-sheet was derived from the World income in which stations in India as well as stations in various countries all over the World had contributed. The main items of expenditure such as replacement of new planes, parts, their repairs and maintenance, fuel and oil required for their running was incurred not by the branches separately, but from the central account. The nature of organisation of the service was such that branches could not be separated from the Central Organisation. The work done in every Branch was practically the same. The different branches in every country were an inseparable and integral part of the whole. The income derived from these branches was also pooled together. No part of the profits being allocated to the branches, no separate balance sheets were prepared in respect of those branches. The Tribunal therefore came to the conclusion that in such a case, it was the global profit which should be the basis of calculation for determining the surplus. There were however certain peculiar features in this case under consideration which made it difficult to make the calculation according to the available surplus formula. The Tribunal therefore suggested that the Company should evolve some method in consultation with the union to determine the profits derived from the Indian branch so that the claim of bonus by the Indian worker could be met in future.

Customary Bonus.—Some disputes have arisen out of regular past practice of some concerns, paying bonus without any reference to the trading results of the concern. Such a claim of bonus is often described as customary and traditional bonus. The question of customary bonus came up for detailed examination before the Supreme Court of India in *Ispahani Ltd., Calcutta v Ispahani Wokers' Union*, 1959-II L. L. J. p. 4 and in *Grahams Trading Co., India Ltd. v. their Workmen* 1959, II, L. L. J. p. 393. Customary bonus stands on a different footing from the profit bonus based on the available surplus formula evolved in the *Millowners' Association, Bombay v. Rashtriya Mill Mazdoor Sangh, Bombay*. In Supreme Court's opinion such bonus may either be a matter of implied agreement between employers and employees creating a term of employment for payment of bonus or even though no implied agreement can be inferred it may be payable as a customary bonus.

Where it is a case of payment on an implied term of employment, the Supreme Court has approved the tests laid down by the Labour Appellate Tribunal of India in the *Mahalaxmi Cotton Mills Ltd., Calcutta v. their Workmen*, 1952-53, 4 F. J. R. p. 248 for inferring that there was an implied agreement for grant of such a bonus. The tests laid down by the L. A. T. in the above case as material for implied agreement were as follows :—

- (1) The payment must be unbroken ;
- (2) It must be for a sufficiently long period ; and
- (3) The circumstances in which payment was made should be such as to exclude that it was paid out of bounty.

It is not possible to lay down in terms what should be the length of period to justify the inference of implied agreement. This would depend upon the circumstances of each case. The fact of payment in a year of loss would be an important factor in excluding the hypothesis that the payment was out of bounty and in coming to the conclusion that it was a matter of obligation based on implied agreement. Even if payment is not at a uniform rate throughout the period, the implied agreement to pay something could be inferred and in such a case it would be for the Tribunal to decide what is the reasonable amount to be paid. The length of the period would depend on the circumstances of each case and what may be a short period not justifying an inference of an implied term of employment in one case may be long enough in another. The decision whether there is such an implied term of employment is the mixed question of fact and law and not a pure question of fact.

But when the question of customary and traditional bonus arises for adjudication, the considerations may be somewhat different. In such a case, the Tribunal will have to consider—

- (i) whether the payment has been made over an unbroken series of years ;
- (ii) whether it has been for a sufficiently long period, though the length of the period might depend on the circumstances of each case ; even so the period may normally have to be long in order to justify an inference of traditional and customary puja bonus than may be the case with puja bonus on an implied term of employment ;

(iii) the circumstance that the payment depended upon the earnings of profits would have to be excluded and therefore, it must be shown that payment was made in years of loss. In dealing with the question of custom, the fact that the payment was called *ex-gratia* by the employer when it was made, would however, make no difference in this regard because the proof of custom depends upon the effect of the relevant factors enumerated above and it would not be materially affected by unilateral declarations of one party when the said declarations are inconsistent with the course of conduct adopted by it;

(iv) and the payment must have been at a uniform rate throughout to justify an inference that the payment at such and such rate had become customary and traditional in the particular concern;

It will be seen that these tests are in substance more stringent than the tests applied for proof of *puja bonus* as an implied term of employment.

Bonus to Workmen employed in Non-manufacturing concerns—The next point to be considered is whether bonus should be paid to workmen employed in non-manufacturing concern and if so, on what basis? In *Standard Vaccum Oil Company's case* (1953-L.A.C. p. 463) it was contended that having regard to the nature of the business carried on by Petroleum Companies, the basis on which bonus could be claimed as right by the workmen could not be invoked for, according to the management, the workmen employed by them do not contribute to production as the Companies themselves do not produce oil or petroleum products but only store, distribute and sell them.

Rejecting the contention of the managements the Labour Appellate Tribunal observed: "This contention overlooks the fundamental concept of production held by economists". After quoting from Marshall's *Principles of Economics**, the Labour Appellate Tribunal further observed: "The trader who stores, distributes and sells oil and petroleum products, produces as much as a workman employed in the oil fields and refineries does. It would follow that the whole organisation set up by trader who sells commodities which they do not themselves manufacture, participate in production according to the scientific concept. The staff, therefore, employed by these oil distributing Companies contribute to production. It may be that the contribution of workmen so engaged is not as great as of workmen employed in the oil fields and refineries".

In view of these observations of the Labour Appellate Tribunal, it cannot be said that the workmen in the trading organisation are not entitled to bonus.

Ceiling.—One more point of which the tribunals have taken notice while awarding bonus, namely, interests of the consumer and the larger interests of the country. In *Oil Company's case* (1953-II, L.L.J. P. 251), where there was no dispute about the availability of a large surplus, the question "whether in such circumstances a tribunal is in any way fettered as to the quantum of bonus which it may award in an exceedingly prosperous concern" was considered by the Labour Appellate Tribunal. After pointing out the true nature of bonus, the Labour Appellate Tribunal observed: "bonus must therefore have relation to wages; it is intended to supplement wages and not to double or multiply it, for wages are not fixed solely on the capacity of a concern to pay. Care must also be taken to see that the bonus which is given is not so excessive that it creates fresh problems in the vicinity, that it upsets emoluments all round, or that it creates industrial discontent and the possible emergence of a privileged class. Furthermore we must not be unmindful of the impact of an unduly high bonus on the community as a whole. As has been observed by the Royal Commission on Labour it is obviously possible to raise the standards of living of sections of industrial workers by methods which would involve the diminution of the national income that is available for other sections of the community; and taking note of this the Report of the Committee on Fair Wages observes that in adopting measures for the betterment of industrial workers the interests of the community as a whole should not be overlooked."

* "Man cannot create material things, in the mental and moral world indeed he may produce new ideas but when he is said to produce material things, he really only produces utilities; or in other words his efforts and sacrifices result in changing the former arrangement of matter to adapt it better for the satisfaction of wants. All that he can do in physical world is either to readjust matter so as to make it more useful, as and when he makes a log of wood into a table; or to put it in the way of being made more useful by nature, as and when he puts seed there the forces of nature will make it burst out into life. It is sometimes said that traders do not produce that while the cabinet maker produces furniture, dealer merely sells what is already produced. But there is no scientific foundation for this distinction. They both produce utilities, and neither of them can do more; the furniture dealer moves and rearranges matter so as to make it more serviceable than it was before, and the carpenter does nothing more. The Sailor or the Railway man who carries coal above ground produces it just as much as the miner who carries it underground; the dealer in fish helps to move on fish where it is of greater use and the fisherman does no more. It is true that there are often more traders than are necessary and that whenever that is the case there is waste. But there is also waste if there are two men to a plough which can be well worked by one man. In both cases all those who are at work produce though they may produce but little. Some writers have revived the medieval attacks on trade on the ground that it does not produce.* But they have not arrived at the right mark. They should have attached the imperfect organisation of trade; particularly of retail trade". (*Principles of Economics* by Marshall, Chapter III, p. 63).

The same question came up for consideration before the Labour Appellate Tribunal of India in the Lever Brothers' case (1955-II, L.L.J. p. 723). Here also the available surplus was found to be so large as to allow the grant of a very heavy bonus and observations of the Labour Appellate Tribunal were as follows :—

“ In considering even claims for bonus, at least in the case of industries with fairly large number of units working in a particular zone, it may be considered desirable, if possible, to prevent marked disparity between the bonus payable by various units of the industry operating in the same zone to their respective workers, and this is possible at least in cases where a large number of such units show comparable surplus profits. This principle of considering the question of bonus industry and zonewise cannot, however, be applied in a practical way where, in cases like the present, there are only a very limited number of units of the industry operating in the zone concerned, and on the one hand the concerns in appeal are shown to have made such very large surplus profits that they can well pay the maximum amount of bonus that can be claimed by the workers, even after a very large portion of these profits are retained to be appropriated by the concerns themselves, and on the other hand the other units of the industry are shown to have no such surplus profits as would entitle their workers even to a minimum amount of bonus. In such cases the only practical method for the purpose of convenience is to consider the question zonewise irrespective of the difference of industries, especially when, as in this case, it is possible to find other concerns operating—in the zone which are shown to have comparably large surplus profits ; and this comparison should be regarded more pertinent, as bonus is intended to bridge the gap between the existing wages and the living wage at least to some extent and the zone has always been regarded as an important factor which controls the general cost of living of the workers residing therein for work. This becomes necessary in order to see that, as observed in the Burmah-Shell and other Oil Companies case cited above, the grant of a very large amount by way of bonus does not give rise to fresh problems in the vicinity by creating industrial discontent ; while at the same time the general principle that the question of bonus has to be primarily decided unitwise, and not industry and zonewise, as has been recently confirmed by the decision of the Special Bench of this Tribunal in the Millowners' Association's case (1955-I, L.L.J. p. 430), must not be lost sight of.” Similarly while detailing the factors of considerations which should be kept in view in determining the quantum of bonus, in Greaves Cotton & Co. Ltd. case, it was pointed out, “ Further more, we must not be unmindful of the impact of an unduly high bonus on the community as a whole.” (1954-II, L.L.J. p. 189).

Units in which balance-sheets are not audited—We are told that a substantial number of disputes regarding bonus arise in concerns which are proprietary or partnerships. In the case of many of those concerns the statements of accounts are not audited. It is not always possible to accept at face value the unaudited statements of accounts submitted by the managements in such cases. One of the suggestions has been that in such cases the Income-tax assessment order should be required to be produced to determine the net profit. The Committee is in agreement with this suggestion. It is felt that the Income-tax authorities exercise sufficient vigilance to ascertain the profit-making capacity. They also adopt the year as the unit. Questions also arise regarding return on capital invested in proprietary and partnership concerns. As for the remuneration to proprietors and working partners in partnership concerns, there have been several decisions of tribunals who have allowed such remuneration depending on (1) the amount of time spent by the proprietor or partner in the business and (2) general salary level of that class of work in the area and other relevant considerations. Attention in this connection is invited to the various decisions of the tribunals particularly the following :—

S. I. R. Ice Factory v. Its Workmen, 1956-I, L.L.J. p. 438.

Aryan Cinema, Poona, v. Workmen employed under it, B. G. G., Part I-L, dated 29th October 1953, p. 2434.

Disputes arising in this class of concerns are important from the point of view of maintaining industrial peace. They form a substantial number of bonus disputes arising in the scheduled industries. It is recommended that the problem may be discussed at a tripartite level as an agreed solution is more important in these cases than any *obiter dicta*, such as regular payment of bonus irrespective of profit or loss with or without set-off envisaged in the bonus agreement at Ahmedabad between the Millowners' Association and the Textile Labour Association.

CHAPTER V

Provision for the Future of Workers

The principal schemes intended for providing for the future (i.e. old age etc.) of industrial workers in this country are Provident Fund and Gratuity.

Article 41 of the Constitution says : " The State shall within the limits of its economic capacity and development make effective provision for securing a right to work, to education and public assistance in the case of unemployment, old age, sickness, disablement and in other cases of undeserved want." It is perhaps because of this that welfare of labour including conditions of work, provident fund, employers' liability, workmen's compensation, invalidity and old age pension and maternity benefit have been included in the concurrent list of the VIIth Schedule of the Constitution.

The provision of the Constitution applies to the population of the country as a whole. Special consideration has been given to the industrial worker who is more liable to disease and invalidity than the average citizen.*

In all advanced countries, the worker is now protected against various types of risks, such as sickness, unemployment, old age, employment injury, maternity, invalidity, etc. Because of the State schemes of old age pensions and of social security, in those countries the question of provision for the future of his employees by the individual employer does not assume the importance which it has in our country, which has yet to introduce such schemes. In the rural and agricultural economy of India, in the past the problems of unemployment, old age etc. were less acute. The workers most of whom had village connections could depend upon their families. But with the progressive disintegration of the joint family system, with the increasing tendency of the individual workers to get settled in industrial cities, increasing industrialization in the country had great growth of population this problem has become important. The progress made in agrarian reforms whereby the pattern of village economy has undergone a tremendous change has also had its effect. In this country some of the risks to which a worker is exposed have been covered by a number of Central and State Acts like the Workmen's Compensation Act, 1923, the Bombay Maternity Benefit Act, 1929, the Employees' State Insurance Act, 1948, etc. However, excepting the industries to which the Employees' Provident Fund Act, 1952, has been made applicable by Government, there is no statutory provision for old age benefits. In the case of other industries the workers have to take recourse to the machinery set up under the Industrial Disputes Act, 1947, for obtaining these benefits. " It is an elementary principle that an employee who has served an institution during the best part of his life should not, on his retirement, have to face the prospects of starvation, indebtedness or dire poverty and it should also be accepted that if an employee dies while in service or shortly after his retirement his family should have some provision to fall back upon at least for a time. In old days many employees even in a humble situation, could hope to save something against rainy days ; but in these days of high cost of living the chances of saving anything substantial are dwindling greatly, if not disappearing, for a great many employees..... "†

One such measure which can provide for the future of the workmen is the institution of Provident Fund. Here it would be interesting to review the origin of the scheme of Provident Fund.

The question of providing for the future of industrial workers after their retirement or for their dependents, in the event of their premature death engaged the attention of the Central Government for a long time. The first Provident Fund Act passed in 1925 for regulating the provident funds of some private concerns was limited in scope. In 1929 the Royal Commission of Labour stressed the need for formulating schemes for instituting provident funds for industrial workers. The Kanpur Labour Enquiry Committee (1938) as also the Bihar Labour Enquiry Committee (1938) recommended the introduction of contributory provident fund schemes. The Bombay Textile Labour Enquiry was of the opinion that " circumstances do not permit the immediate introduction of old age pension in the cotton textile industry " ; but suggested that a system of paying retirement gratuities after about 15 years' qualified service should be introduced in the industry. They also recommended that Government should make the provisions of the Provident Funds Act of 1925 applicable to provident funds wherever they existed for the benefit of the workers. Although the recommendations of the Commission as also of the Committees referred to were not implemented by the Governments concerned, the Central Government took steps to amend the Provident Funds Act, 1925 and accorded special treatment for income-tax purposes to registered provident funds. In 1942, the subject was discussed at

* First Five Year Plan, Chapter XXXIV, page 585.

† Award of the All India Industrial Tribunal (Bank Dispute), Sen Award, page 103, paragraph 253. Though this Award was set aside by the Supreme Court of India, on the constitutional grounds, the views of the Sen Tribunal have been subsequently endorsed by the Shastri Tribunal and the Labour Appellate Tribunal of India.

the 3rd conference of Labour Ministers where the proposal for instituting provident funds was generally accepted. It was however considered that such funds should be instituted on a voluntary rather than on a compulsory basis. A recommendation was made that Central Government might frame model rules and circulate them to employers for adoption. Model rules were accordingly circulated to employers in 1945 for adoption in industrial concerns. While some progressive employers set a lead and voluntary provident funds were established for the benefit of about three lakhs of workers, the general response was disappointing. The Labour Investigation Committee appointed by the Government of India in 1944 remarked that:

“ Our investigation show only a few enlightened employers in the country have made some provision for safe-guarding the future of their operatives when they retire and their dependents when they die, by way of either provident fund or gratuity schemes. The large bulk of industrial workers however remains uncovered and it is distressing that a worker who has toiled for 20 to 30 years in a factory should become destitute in his old age. We think that just as employees of Governments and of local bodies have something to fall back upon during their old age so also industrial workers should be protected by a similar provision requiring employers to have pension schemes. The incidence of death is probably much more serious in this country than the incidence of old age in view of the low expectation of life. There is little or no provision against the contingency of premature death of the bread winner ”.

In 1947 the question was reviewed at the Asian Regional Conference of the International Labour Organisation. It was reiterated that in view of the financial and administrative conditions in India, a contributory provident fund scheme was preferable to a scheme of pension or gratuity payments as it would not be possible to introduce in India, in view of the then prevailing conditions, a scheme of old age pension as adopted in the industrially advanced countries. The main difficulty in a gratuity scheme was felt to be that the amount paid to a worker or his dependents would be small as the worker would not himself be making any contribution to the fund. Taking into account the various difficulties, financial and administrative, the most appropriate course was considered to be the institution of compulsory contributory provident funds in which both workers and employers would contribute. Apart from other advantages, such a scheme would also inculcate a spirit of thrift among workers. Another advantage in instituting a provident fund scheme was the expected stabilisation of the labour force. In accordance with the recommendation of the Asian Regional Conference the matter was discussed at the 10th Session of the Indian Labour Conference held in 1948. It was generally agreed that the introduction of a statutory provident fund scheme for industrial workers might be undertaken.

To test such a scheme in a restricted field, the Coal Mines Provident Fund Scheme was launched in 1948. The success of this Scheme led to the demand for its expansion to other industries. In 1949 when a non-official Bill for setting up of provident funds for other industrial workers was introduced in the Central Legislature, Shri Jagjivan Ram, the then Labour Minister gave an undertaking that a comprehensive Bill on the subject would be placed before the House. The subject was exhaustively discussed at the meeting of the Standing Labour Committee held in November 1950, where there was general agreement, particularly among the representatives of State Governments, that Legislation should be undertaken for instituting provident funds in industrial undertakings. This view was endorsed by the conference of Labour Ministers held in January, 1951.

The close of the year 1951 witnessed the promulgation of the Employees' Provident Funds Ordinance. The Ordinance promulgated on the 15th November, 1951 was replaced by the Employees' Provident Funds Act, 1952 which extends to the whole of India except Jammu and Kashmir.

The Employees' Provident Funds Scheme, 1952 framed under section 5 of the Act was brought into force by stages and was enforced in its entirety by the 1st November, 1952. The working of the scheme brought out certain defects in the Act such as lack of provision for inspection of exempted factories, recovery of dues from such factories, payment of damages etc. In order to rectify them, an amendment Bill was introduced in the Council of States on the 14th September, 1953. As some of the amendments necessitated urgent implementation and because the Employees' Provident Funds (Amendment) Bill could not be passed during that session of Parliament an amending Ordinance was promulgated on the 14th October, 1953. The Ordinance was subsequently replaced by the Employees' Provident Funds (Amendment) Act, 1953 which received the assent of the President on the 12th December 1953.

The Act initially applied to establishments in the industries of Cement, Electrical, Mechanical or General Engineering Products, Cigarettes, Iron and Steel, Paper and Textiles (Cotton, Silk and Jute) with at least three years' standing and employing 50 or more persons.* The Act was amended in December 1956 empowering Government to extend the provisions of the Act to non-factory establishments. In exercise of this power, establishments in certain non-factory industries were also brought within the purview of the scheme. By virtue of a notification

* The proposal to reduce the limit to below 50 is under active consideration, of Government of India, Please see in this connection *Report on Social Security—1958*.

issued under sub-section (3) of Section 1 of the Working Journalists' (Conditions of Service) Miscellaneous Provisions Act, 1955, the Employees' Provident Fund Scheme was extended to newspaper establishments with effect from 31st December 1956. The provisions of the Employees' Provident Funds Act, 1952, did not initially apply to factories establishments of the Government and local authorities. In 1958, the Act was amended and now it has been extended to establishments owned by Government or local authorities. Today the Act applies to 39 industries as given below :—

Serial No.	Name of Industry					Notification No. and Date	Act applied with effect from
1	2					3	4
1	Cement	Act XIX of 1952.	1st November 1952.
2	Cigarettes	..	..	..	..
3	Electrical, Mechanical and General Engineering Products				..		
4	Iron and Steel	..	..	..	..
5	Paper	..	..	..	..
6	Textiles (made wholly or in part of Cotton or Wool or Jute or Silk, whether natural or artificial).				..		
7	Matches	S.R.O. 1566 and 1567 dated 4th July 1956.	31st July 1956.
8	Edible Oils and Fats	..	..	..	..
9	Sugar	..	..	..	..
10	Rubber and Rubber Products	..	..	..	..
11	Electricity including the Generation, Transmission and Distribution thereof.				..		
12	Tea	..	..	..	..
13	Printing	..	..	..	..
14	Glass	..	..	..	..
15	Stone-Ware Pipes	..	..	..	..
16	Sanitary Wares	..	..	..	..
17	Electrical Porcelain Insulators of high and low Tension				..		
18	Refractories	..	..	..	..
19	Tiles	..	..	..	..
20	Heavy and Fine Chemicals—				..	S.R.O. 2026 dated 3rd September 1956.	30th September 1956.
	(i) Fertilizers	..	..	..	..
	(ii) Turpentine	..	..	..	..
	(iii) Ro-in	..	..	..	..
	(iv) Medical and Pharmaceutical Preparations				..		
	(v) Toilet Preparations	..	..	..	..
	(vi) Soaps	..	..	..	..
	(vii) Inks	..	..	..	..
	(viii) Intermediates, dyes, colour lakes toners				..		
	(ix) Fatty Acids	..	..	..	..
	(x) Oxygen, Acetylene and Carbondioxide gas				..	S.R.O. 1976 dated 8th June 1957.	31st July 1957.
21	Indigo	S.R.O. 2026 dated 3rd September 1956.	30th September 1956.
22	Lac including Shellac	..	..	..	..
23	Non-edible Vegetable and animal Oils and Fats				..		
24	Newspaper Establishments				..	S.R.O. 2981 dated 7th December 1956.	31st December 1956.
25	Mineral Oil Refining				..	S.R.O. 218 dated 12th January 1957.	31st January 1957.

Serial No.	Name of Industry	Notification No. and Date	Act applied with effect from
1	2	3	4
26	Tea Plantations (Other than the tea plantations in the State of Assam).	S. R. O. 529 dated 13-2-57.	30th April 1957.
27	Coffee Plantations (Other than the tea plantations in the State of Assam).		
28	Rubber Plantations (Other than the tea plantations in the State of Assam).		
29	Cardamom Plantations (Other than the tea plantations in the State of Assam).		
30	Papper Plantations (Other than the tea plantations in the State of Assam).		
31	Iron Ore Mines	S. R. O. 2705 dated 17-8-57.	30th November 1957
32	Lime-Stone Mines		
33	Manganese Mines		
34	Gold Mines		
35	Industrial and Power Alcohol Industry	S.R.O.3067 dated 19-9-57.	30th November 1957
36	Asbestos Cement Sheets Industry		
37	Coffee/Curring Establishments	S.R.O. 3411 dated 26-10-57.	30th November 1957
38	Biscuit Making Industry	S R.O. 170 dated 12/22-3-58.	30th April 1958
39	Road Motor Transport Establishment	G.S.R.399 dated 24-3-59.	30th April 1959.

The Act covers employees who have completed one year's continuous service or 240 working days work during a period of 12 months. With a view to providing benefits of provident fund to slightly better paid employees, the basic wage ceiling of Rs. 300 per month for eligibility for membership of the Fund is raised with effect from February 1957 to Rs. 500 inclusive of dearness allowance and the cash value of food concession. The recent amendments cover the employees of a contractor engaged in any operation directly connected with the manufacturing process in the establishment.

The units having their own provident fund, gratuity or pension scheme in force and providing equal or higher quantum of benefits are eligible for exemption. Besides, their employees as a class or as individuals can opt out. The exempted units are required to invest in (Central Government Securities), vest the Fund in a board of trustees in which the employees' representation should be equal to that of the employer.

During the second Five Year Plan period, it is proposed to extend the benefits of the Employees' Provident Fund Scheme to many other industries each employing a total of 10,000 workers throughout the country and also to some other industries which employ less than 10,000 workers but are well organised. The Central Government is also considering the question of extending the provisions of the Act, to commercial establishments (including banks, insurance companies, hotels, studios, general trading concerns etc.) as also to tobacco industry, oil-well operations and automobile repairing and servicing workshops.

The employers' contribution to the Fund has been fixed at $6\frac{1}{2}$ per cent. of the basic wages and dearness allowance including the cash value of food concession wherever it is given. The employees are required to contribute the same amount as contributed by the employers. However, if they so desire and if the scheme so permits, they can contribute more subject to a maximum of $8\frac{1}{2}$ per cent. of their basic wages and dearness allowance.

The members of the fund are entitled to receive the employers' share of the contribution but the share of the amount that can thus be claimed depends on the length of the employee's service. If a worker completed 15 years of membership, he gets the full amount of the employers' contribution together with the interest thereon. He receives 85 per cent. of the contribution where the period of membership is 10 years or more but less than 15 years, 75 per cent., when it is five years or more but less than 10 years; 50 per cent., when it is 3 years or more but less than 5 years and 25 per cent. for less than 3 years' membership. The employers' contribution in full can also be paid if a worker (i) is retrenched from service, or, (ii) is migrating for permanent settlement abroad, or, (iii) is suffering from T. B. or leprosy, or, (iv) is physically or mentally incapacitated to work or (v) retires after attaining the age of 55 years. Any amount not paid to members is credited to a reserve account.

In Bombay State, long before the Employees' Provident Funds Act, 1952, was brought into operation some of the employers had started provident fund scheme. In several other cases, the Tribunals directed the employers to frame their provident fund rules on the lines of model provident fund rules issued by the Government of India.

An examination of the references to Tribunal in this State discloses that the demands raised generally fall into the three following categories :—

(1) Introduction of Provident Fund to concerns which employ less than 50 workers and also in those to which the Provident Funds Act does not apply.

(2) Increase in the rate of contribution.

(3) Period of eligibility to employer's full contribution. A summary of the awards and settlements on this subject is given in the appendix to this report.

(i) Subject to variations arising out of the different definitions of industries adopted by the Committee in Chapter I and those given in the Schedule to the Provident Funds Act thirteen industries seem to be already covered by the Provident Funds Scheme.

As regards the remaining eleven industries it appears Government of India is contemplating extension of the Act to those industries as well. We recommend that early application of the Act will go a long way to create in the minds of the workers a sense of economic security.

(ii) It is understood that Government of India is contemplating application of the Act to the establishments employing less than 50 workers. The Committee feels that early extension on the above lines will give this benefit to a larger number of the working population and mitigating disputes. It will help in stabilising the labour force in the industry.

(iii) Since the coming into force of the Provident Funds Act Tribunals have not awarded a scheme with a contribution higher than that fixed under the Provident Funds Act. We are not impressed by the argument that any enhancement of the contribution may be burden on the industries, as we believe that so long as the contribution is uniformly raised in an industry it is passed on as an item of cost on the selling price of the article manufactured. However, the Committee does not make any specific recommendation on this behalf as its terms of reference exclude many industries to which the Provident Funds Act applies.

(iv) As regards the period for eligibility to Employees' full contribution, the Act, at present, prescribes a limit of 15 years. Employees have often raised disputes asking for reduction of this limit to 5 years and so. We feel that reduction of this limit to 5 years will be unrealistic and will strike "at the very concept of providing a benefit to the workmen in the shape of provident fund". At the same time, we feel that the time of 15 years is rather long and we recommend that steps should be taken to reduce this limit to 10 years as has been recommended by some of the Tribunals.

GRATUITY

Is Gratuity Ex-gratia. At one time payment of gratuity was understood, as the term implies, as something gratuitous, but in a series of decisions it has now been held to be a legitimate claim of the workmen which can give rise to an industrial dispute. Today payment of gratuity has ceased to be an *ex-gratia* payment and whenever the financial condition of a concern justifies it, the Industrial Tribunals in this State have Awarded a scheme of gratuity in cases in addition to Provident Fund.

The question of payment of gratuity raises a number of issues and these are as under :—

(i) Should the payment of gratuity be compulsory or *ex-gratia* ?

(ii) Should it be in addition to a contributory provident fund and/or retrenchment compensation ?

(iii) What should be its quantum ?

(iv) What should be condition(s) qualifying for receipt of gratuity ?

(v) Who should bear the burden of tax, if any, payable on gratuity granted to a workman ?

Principle governing granting of provident fund and gratuity—Should gratuity be paid to workmen in addition to a contributory provident fund? This question has come up for consideration before the Tribunals in a number of cases.

“It is now well settled by a series of decisions of this Tribunal that where an employer company has the financial capacity, the workmen would be entitled to the benefit of gratuity in addition to the benefit of a provident fund..... In considering the financial capacity of the concern what has to be seen is the general financial stability of the concern.” “.....the factors to be considered before framing a scheme of gratuity are the broad aspects of the financial condition of the company, its profit earning capacity, profits earned by it in the past, its reserves and the possibility of replenishing the reserves, the claims of capital to dividend having regard to the risk involved, in short, the financial stability of the concern.* ”

It has also been fairly well established by an undisturbed series of decisions of the Labour Appellate Tribunal of India that where a company is capable of bearing dual burden of both provident fund and gratuity schemes there should be no difficulty in awarding both the benefits.† In the case of *Larsen and Toubro, Ltd. v. Their Workmen*‡ it had been submitted on behalf of the Company that as there was a contributory provident fund of 8 1/3 per cent. a gratuity scheme should not be introduced. The Labour Appellate Tribunal, rejecting this contention, observed as follows:—

“We are quite unable to accept the proposition that only one retirement benefit is permissible. Quite apart from the fact it has become a practice to give a provident fund *plus* gratuity wherever the circumstances of the concern permit, it is just and equitable that an employee when he retires or is disabled or is otherwise unable to work, should have something substantial to fall back upon. In the prevailing condition of today when labour gets little more than the necessities of life it is incumbent on this Tribunal to make provision for the time when an employee is compelled by circumstances to abandon his work. The provident fund provides a certain measure of relief, but even so it must be remembered that in a contributory provident fund a portion of the employee's wages has been already included in the account which he or his family would ultimately receive. In any event under the present day conditions the provident fund by itself provides in most cases insufficient relief in the emergencies to which an employee may be exposed in the course of his life or which his family may have to face on his death. It is therefore appropriate in the nature of things to give two retirement benefits whenever the finance of the concern permits.”

Similar view was expressed by the Labour Appellate Tribunal in the *Chemical Mazdoor Sangh, Bombay v. Kemp and Co. Ltd., Bombay*¶ when it is said :

“In the matter of gratuity scheme, suffice it to say that it is a retiring benefit and as such cannot be shaken off on the plea that the provident fund scheme is in force.”

It is, therefore, clear that the mere fact that the Company is making a contribution of a certain percentage of the salary of the workmen concerned to the Provident Fund is not sufficient to rule out the workmen's claim for a gratuity scheme.

We are in full agreement with these views that where the finances of the concern over a period are able to sustain the burden, a suitable scheme of gratuity in addition to the provident fund scheme should be introduced. At the same time we find that in several industries either no or only one retirement benefit is available and even in concerns where one retirement benefit, say provident fund scheme, is available, it is not sufficient to give adequate protection to the worker as the provident fund scheme is introduced at a very late stage and also the purchasing power of rupee is progressively diminishing. In view of this we recommend that a compulsory scheme of gratuity on the lines indicated at the end of this chapter should be introduced in all industries (*vide* p. 58).

The Committee has examined 496 schemes of gratuity either awarded by the Tribunals during adjudication proceedings or agreed to by the parties during conciliation proceedings. Details of the selected schemes are given in Appendix to this Report.

* *Arthur Butler and Co. v. Arthur Butler Workers' Union*— 1952 II L. L. J., p. 29.

† *See New Jehangir Vakil Mills and other Mills v. Their workmen*—1953 II L.L.J., p. 2255.

‡ 1951 II L.L.J., p. 221 at p. 226.

¶ *Indian Factories Journal (Reports)* Vol. VII, p. 213.

As would be seen from the appendix, the demand for gratuity is generally divided in the following four parts :—

- (1) On the death of a workman while in service of the employer or on his becoming physically or mentally incapacitated for further service.
- (2) On voluntary retirement or resignation of a workman after a prescribed period of continuous service with the employer.
- (3) On superannuation wherever applicable.
- (4) On termination of service by the employer.

The amount of gratuity payable to a workman on the occurrence of any one of the above four contingencies varies from unit to unit. However, this can be grouped into four classes, namely :—

- (1) One month's salary for each completed year of service.
- (2) More than 15 days' but less than a month's salary for each completed year of service,
- (3) 15 days' salary for each completed year of service.
- (4) Less than 15 days' salary for each completed year of service.

Recommendation regarding Quantum—The Committee is of the opinion that those workmen who are not entitled to the benefits of contributory provident fund scheme should receive higher amount as gratuity than those who get gratuity in addition to the benefit of the contributory provident fund scheme. Similarly, the Committee is of the opinion, that the rate of gratuity under the following two cases, namely :—

- (1) On the death of a workman while in the service of the employer, and
- (2) On his becoming physically or mentally incapacitated for further service, should be higher than that under the remaining cases.

Where the gratuity payment has to be made, it has been suggested by one of the witnesses that gratuity payment should be based not only on basic wage/salary as the term is understood at present but it should also be based on Dearness Allowance. We agree that there is a considerable force in the statement, especially in view of the recommendations made by the Gadgil Committee in 1955 and the Second Report of the Pay Commission. But since our terms of reference are limited to the study of the awards, settlements and agreements which base gratuity only in terms of basic wages (as will be seen from Appendix XI) we have decided not to make any departure from the present practice at this stage. With the possibility of merging Dearness Allowance with basic pay in future the question of whether or not gratuity should be on the basis of basic pay only will assume importance. On merger of Dearness Allowance, those with higher basic wages will get a correspondingly lower benefit compared to those receiving lower basic wages, as the amount of Dearness Allowance is apt to bear a lower percentage of total emoluments in higher wage-groups than in lower wage-groups. Further we consider that an appraisal of the financial position of industry will have to be undertaken before the dearness allowance is taken into account for the calculation of the gratuity payment. The Committee considers that such an examination is imperative in view of the fact that the industries in Bombay State should be in a position to meet competition from their counterparts in other States. The burden will be substantive in the case of industries like salt, bidi etc., which are labour intensive industries i.e., industries in which the proportion of labour-cost is high compared to other items of cost. It may also be mentioned that these observations will of course not apply to those industries (which are very few) which give wages on a consolidated basis.

There have been two different methods suggested by tribunals for purposes of fixing basic salary for purposes of calculation of a gratuity payment. They are : (a) gratuity should be calculated on the basis of the last salary drawn by the employees immediately before their disability, retirement, etc., (b) gratuity should be calculated on the basis of the average basic salary payable to a workman during 12 months next preceding disability, retirement, etc.

We suggest that the definition of basic salary for purposes of gratuity should be as follows :—

“ Basic wages ” means the average of the basic wages payable to a workman—

- (i) in the case of monthly paid workman, in the three complete calendar months,
- (ii) in the case of weekly paid workman, in the four complete weeks,
- (iii) in the case of daily paid workman ; in the twelve full working days, preceding the date on which the average pay becomes payable if the workman had worked for three complete calendar months or four complete weeks or twelve full working days, as the case may be, and where such calculation cannot be made, the average pay shall be calculated as the average of the basic wages payable to a workman during the period he actually worked.

Qualifying Conditions for Gratuity—One of the conditions attached to the payment of gratuity that ‘the employee who is dismissed for misconduct shall not be entitled for gratuity’ was discussed by the Special Branch of the Labour Appellate Tribunal of India (Bank Disputes)*. It was there stated:—

“There has been a consistent series of decisions in support of the view that a employee shall not be entitled to gratuity if he has been dismissed for misconduct. The first important case dealing with this aspect was *Army and Navy Stores Case* † where the Labour Appellate Tribunal considered this question: ‘As regards the conditions governing the grant of gratuity the adjudicator below has stated that gratuity will not be payable to any employee who is dismissed for gross misconduct. We see no reason why the word ‘gross’ should be introduced. If the misconduct is sufficient to justify dismissal, it must be sufficiently grave to deprive the employee of gratuity. We would therefore omit the word ‘gross’ from condition(I)’. In the case of *Godrej Soaps Ltd., Bombay v. Their Workmen* ‡, *The Tata Oil Mills Co. Ltd. v. Their Workmen* §, *Caltex India Ltd. v. Their Workmen* ||, *Powells Ltd. v. Certain Workmen* @ and in several other cases which have been before the Labour Appellate Tribunal, it has been uniformly held that gratuity shall not be payable where an employee is dismissed for misconduct. The ground which seems to have weighed with the Tribunal was that gratuity was payable to an employee for good and faithful service which has not been besmirched by any grave misconduct”.

“The subject has received careful consideration in the past. The Bombay Bench of the Tribunal in the *Caltex Case* @@ has its attention specifically directed to this problem and dealt with it in the following words: ‘Our attention has been drawn to the gratuity scheme which we gave to the employees of the Army and Navy Stores, and in which we provided that no gratuity shall be payable in cases where an employee has been dismissed for misconduct, for we took a view that to justify dismissal the misconduct must necessarily have been serious. Mr. Chari, on behalf of the employees, has contended that the dismissal may arise out of some harmless and foolish act and he gave an example of an assault on the manager in the fit of temper for which he rightly agreed that the punishment would be dismissal. We have given consideration to this subject and we are not prepared to depart from the view which we have already taken.

We are of the opinion that a view consistently taken by the Labour Appellate Tribunal is sound, is consistent with the idea of gratuity and has been conceived with the object of maintaining that standard of discipline and good conduct which is the basis of the grant of gratuity.”

Our scrutiny of the relevant awards indicates that after the abolition of the Labour Appellate Tribunal, the Tribunals in Bombay have expressed two different views in the matter thereby substantially modifying the trend of decisions of the Labour Appellate Tribunal mentioned above. These are as follows:—

- (1) No gratuity shall be paid to a workman dismissed for misconduct causing financial loss to the Company to the extent of the loss caused ;
- (2) Gratuity will not be payable to any employee who is dismissed for gross misconduct.

After considering the two views of the Tribunals we are of the opinion that gratuity should not be payable in the event of an employee committing gross misconduct such as theft, assault and other acts involving moral turpitude. We feel that the financial loss sustained by the employer cannot alone be considered to be the criterion. What is more important in such cases is the gravity of the misconduct committed which in the last analysis should be the determining factor.

Should gratuity be paid in addition to retrenchment compensation under the provisions of the Industrial Disputes Act ?

This question has been discussed by the Supreme Court of India recently in *Indian Hume Pipe Co. Ltd. v. Its workmen* and another, 1959—II. LLJ. p. 830, and has been replied in the affirmative. Explaining the distinction between the gratuity and retrenchment compensation, the Court has pointed out that gratuity is a kind of retirement benefit like provident fund or pension. At one time, it was treated as payment gratuitously made by the employer to his employee at his pleasure but as a result of a long

* Labour Appellate Tribunal Decision on the Appeals against the Awards of the All India Industrial Tribunal (Bank Disputes) p. 117.

† 1951 II L. L. J. p. 31.

‡ 1951 II L. L. J. p. 23.

§ 1952 I L. L. J. p. 35.

|| 1952 II L. L. J. p. 51.

@ 1952 II L. L. J. p. 439.

@@ 1952 II L. L. J. p. 51, at p. 53.

series of decisions of industrial tribunals, gratuity has now come to be regarded as a legitimate claim which workmen can make and which, in a proper case, can give rise to an industrial dispute. Gratuity paid to workmen, in the Court's opinion, is intended to help them after retirement, whether the retirement is the result of the rules of superannuation or physical disability. The general principle underlying such a gratuity scheme is that by their length of service workmen are entitled to claim a certain amount of money as a retiring benefit.

On the other hand, retrenchment compensation is not a retirement benefit at all, the Court maintained.

"As the expression 'retrenchment compensation' indicates, it is compensation paid to a workman on his retrenchment and it is intended to give him some relief and to soften the rigour of hardship which retrenchment inevitably causes."

A scrutiny of settlements signed before Conciliation Officers shows that there have been a large number of cases in which a partial gratuity scheme has been agreed to. Under these settlements a certain amount of gratuity has been allowed in cases where retrenchment compensation is not payable under section 25F of the Industrial Disputes Act. The ground for such settlements appears to be the financial position of the Company—management probably agreeing because the number of cases in which such gratuity is payable i.e., death, chronic sickness etc., would be small while workman probably agrees because it conceded the important principle of starting a scheme of gratuity.

The object of retrenchment compensation, the Court emphasised, is to give partial protection to the retrenched employee and his family to enable them to tide over the hard period of unemployment. In view of the distinction between the concept on which grant of retrenchment compensation is based and the concept on which gratuity is founded, we feel that the right of the workman to retrenchment compensation should not extinguish his claim for gratuity payment.

Continuous Service—The manner in which the continuous service of a worker is to be assessed for purposes of payment of gratuity has been debated. In this connection it may be pointed out that several disputes have arisen regarding the matter of calculation of number of years of continuous service. The definition of continuous service under the Industrial Disputes Act, 1947 is as follows:—

"2(eee) 'continuous service' means uninterrupted service, and includes service which may be interrupted merely on account of sickness or authorised leave or an accident or a strike which is not illegal or a lock-out or a cessation of work which is not due to any fault on the part of the workmen."

This expression has been further elucidated by the Bombay High Court in the case of *Jairam Sonu v. New India Rayon Mills Ltd. and Others* (1958 14 FJR p. 371). The High Court in that case has observed:—

"With respect, it is difficult to accept as sound this reasoning. Taking part in an illegal strike amounts to misconduct on the part of an employee and for misconduct an employee invites an order of dismissal; but unless an employee is dismissed from service, it is difficult to see how there can be no continuity of service so far as an employee is concerned. The learned Judge says that the applicant must be deemed to be re-employed. This would imply that there was an order of dismissal made by the respondent company and the petitioner was re-employed upon a fresh employment after the dismissal. In this case, there is no suggestion that the petitioner was at any time dismissed from service. Actually, the petitioner was retrenched on 15th October 1954; and, in our view, the learned Judge was not right in concluding that the continuity of the service of the petitioner was broken by reason of his having taken part in an illegal strike."

The words "continuous service" again came up for interpretation before Shri I. G. Thakore in *Messrs. Jeevanlal (1929) Ltd., Bombay v. Jeevanlal Employees Union, Bombay (B. G. G., dated 5th November 1959, Part I-L, p. 4845)* when the learned Industrial Tribunal observed as follows:—

"The citation makes it clear that interruption in service contemplated in the definition under consideration must be by way of termination of the contract of employment by either parties or by the operation of law. In the case cited even though there was interruption of service by an illegal strike it was not considered to be one which would amount to a break or interruption of the continuous service of the workman, the employer not having terminated his service. The same would be the case where a person is absent without leave. These observations are very helpful in interpreting the words in question. It could hardly have been intended

by me when making the said award or by any other Tribunal in making similar awards because these are very common expressions used in awards that even one day's unauthorised absence or resort to a strike which is illegal would constitute a break in the continuous service of the employee when the employer has at the time not chosen to do so. That would be the effect of my accepting the interpretation put by the company. The words "continuous service" as used by me mean service not broken or interrupted by the termination of the contract of employment by either the employer or employee or by operation of law. There may be an unauthorised absence but if the contract of employment is not put an end to or terminated or an indication given that the person concerned, was re-employed the continuity of service would not be broken and it cannot be considered that service was interrupted."

With respects we agree with the interpretation given by the learned Industrial Tribunal and suggest that the meaning of continuous service for the purposes of calculation of gratuity should be the same as interpreted in the Jeevanlal's case.

GRATUITY SCHEME *(COMPULSORY).

- (1) On the death of an employee while in the service of the Company or on his becoming physically or mentally incapacitated for further service. One month's basic wages for each completed year of service for the period before the introduction of provident fund scheme in the concern and half month's basic wages for each completed year of service thereafter, subject to a maximum of 15 months' basic wages to be paid to him or his heirs or executors or nominees as the case may be.
- (2) On voluntary retirement or resignation of an employee after 15 years' continuous service in the Company. Same as (1) above.
- (3) On termination of service by the Company—
 - (a) After 5 year's continuous service but less than 10 years' service in the concern. Half month's basic wages for each completed year of service.
 - (b) After 10 years but less than 15 years' service in the concern. 3/4th of a month's basic wages for each completed year of service before the introduction of the provident fund scheme in the concern and half a month's basic wages for each completed year of service thereafter.
 - (c) After fifteen years' continuous service in the concern. Same as (1) above.

Method of Calculation of "basic wages" :—

Basic wages means the average of the basic wages payable to a workman :—

- (i) in the case of monthly paid workman, in the three complete calendar months,
- (ii) in the case of weekly paid workman, in the four complete weeks,
- (iii) in the case of daily paid workman, in the twelve full working days, preceding the date on which the average pay becomes payable if the workman had worked for three complete calendar months or four complete weeks or twelve full working days, as the case may be, and where such calculation cannot be made, the average pay shall be calculated as the average of the basic wages payable to a workman during the period he actually worked.

Conditions governing the payment of gratuity —See page 56.

* This scheme has been devised as a model scheme as in some industries either no or only one retirement benefit is available. The committee has, therefore, suggested this scheme as it feels that the adoption of this scheme will reduce the number of industrial disputes and it will also not impose heavy financial burden. It may however be mentioned that where the financial capacity of the concern justifies the liberalisation of the scheme, the parties should do so through collective bargaining.

CHAPTER VI

Allowances

Although we find from the study of awards and settlements that all kinds of allowances are demanded by the workers working in the special circumstances, the tribunals have not dealt with all of them either because the demands have been withdrawn or that these have not been pressed seriously. Generally, the awards or settlements refer to the following allowances :—

Acting Allowance, Additional Allowance, Additional Work Allowance, Attendance Allowance, Bhata Allowance, Boarding Allowance, Bombay Allowance, Carriage Allowance, Cash Allowance, Chemical Allowance, Climate Allowance, Clothing Allowance, Coke Allowance, Compassionate Allowance, Compensatory Allowance, Conveyance Allowance, Cycling Allowance, Daily Allowance, Detention Allowance, Diet Allowance, Duty Allowance, Education Allowance, Entertainment Allowance, Extra Allowance, Extra Shift Allowance, Extra show Allowance, Factory Allowance, Food Allowance, Gas Allowance, Grain Allowance, Halting Allowance, Hazard Allowance, Head Office Allowance, Heat Allowance, Heavy Work Allowance, Hot Allowance, House Rent Allowance, Laundry Allowance, Leave Travelling Allowance, Line Allowance, Lodging Allowance, Lunch Allowance, Machine Allowance, Messing Allowance, Milk Allowance, Monsoon Allowance, Night Shift Allowance, Officiating Allowance, Out-door Allowance, Out-station Allowance, Overtime Allowance, Personal Allowance, Precision Work Allowance, Proficiency Allowance, Regularity Allowance, Retention Allowance, Saturday Allowance, Service Termination Allowance, Shifting Allowance, Special Allowance, Subsistence Allowance, Tea Allowance, Tiffin Allowance, Tram Allowance, Travelling Allowance, Typing Allowance, Unclean Allowance, Unemployment Allowance, Uniform Allowance, War Allowance, Washing Allowance, Watchman's Allowance, Workshop Allowance.

We have, however, proposed to take up for consideration only those, which have been raised fairly frequently and therefore have often formed subject matter of industrial dispute. These allowances are as follows:—

Acting Allowance, Cash Allowance, Cycling Allowance, Duty Allowance, Extra show Allowance, Food Allowance, Machine Allowance, Out-door Allowance, Overtime Allowance, Unclean Allowance, Washing Allowance, Allowance for Working on holidays.

And we propose to give our opinion in respect of each of them separately. We would, however, like to mention that the increasing tendency to demand allowances needs to be curbed in view of the fact that normally the wages are fixed after taking into consideration the skill and the strain involved in the work. If over and above the wages thus fixed special allowances are to be paid, unless there are compelling reasons the tendency would be to demand allowances for all kinds of work, which in its turn, will lead to industrial unrest. It is also noticed that different terminology has been used for the same type of allowances. For example, factory allowance and duty allowance, travelling allowance and conveyance allowance, acting allowance and officiating allowance.

Acting Allowance—“Acting allowance” may be defined as an allowance payable in respect of an employee acting/officiating in a higher post i.e., a post carrying a higher salary than his own.

The demand of workmen for payment of acting allowance has been often resisted by the employers. It is contended by them in support that if a workman is asked to work for a person in a higher grade, he gets a fine opportunity to acquaint himself with the nature of work done by an employee in the higher grade and to train and qualify himself for a higher post. This contention of the management does not, however, seem to have been accepted by the Tribunals as in their opinion unless a workman expects to get a higher wage for higher type of work, he is likely to resent having to do a work of greater responsibility than his usual work and the result is likely to be unsatisfactory.* There is no reason why in fairness an employee who officiates in a higher grade or post and thereby discharges duties of responsible and greater importance or of a different character from those attached to his own post should not receive an acting allowance.†

The Committee scrutinised 123 cases where acting allowance has either been ordered by the adjudicators or agreed to by the parties. Selected decisions of the Industrial Tribunals are given in the Appendix‡. The scrutiny reveals that after the Appellate Tribunal's decision in the General Motors' cases§ there is more or less a consistent series of decisions of the Industrial Tribunals granting acting allowance to workmen at the rate indicated in that case.

* 1959 I. C. R. (Bom.) p. 324.

† 1951 I. C. R. (Bom.) p. 278.

‡ See Appendix XII.

§ The observations of the Appellate Tribunal in this case were as follows:—

“It is the usual practice that where an employee acts in a higher appointment he takes the minimum of the higher scale; but if his present pay is higher than such minimum of the higher grade then he takes his present pay plus one stage in the higher grade.”

(B.G.G., Pt. I-L, dated 17th January 1952, p. 385).

(G.O.P.) Mo-A R 1133—8s

The Committee after taking into consideration the awards, settlements, agreements and also after taking due note of the trend of current decisions in the matter suggests that the acting allowance to workmen may be granted at the following rates :—

- (1) If a workman works continuously for 15 days or more in a post carrying a higher scale of pay, he shall be paid the difference between his salary and the starting salary of the higher grade if the latter is higher than the former ;
- (2) If the starting salary of the higher grade is lower or the same as the salary of the concerned workman, difference between the actual salary of the workman and the step in the higher grade which is next higher to what he is getting will be paid ;
- (3) In any case he should get at least an amount equivalent to one increment in the higher grade.

Cash Allowance/Cash handling Allowance—Handling of cash everyday and correctly accounting for it is a responsible job. Cashiers are, therefore, generally awarded a higher scale of salary than mere clerks. Clerks whose duties require them to handle cash are generally paid an allowance on account of their responsible work. The claim of clerks and peons for some allowance when they do responsible work of handling cash has been recognised by Industrial Tribunals in a number of awards and the cash allowances at varying rates have been awarded. The Committee examined a number of cases where the question of giving cash allowance to workmen has been considered and after taking into consideration all factors fixes the following norms :—

For Clerk	..	..	..	From Rs. 10 to Rs. 20 p.m.
For Peon	..	..	..	Rs. 5 per month.

Cycling Allowance—Where regular cycling work is required to be done by peons on Company's business, the workers have often made demand for payment of cycling allowance to such peons. We have examined 15 cases where the question of payment of cycling allowance has been considered and after taking into consideration all factors such as settlements etc. we fix the following norms for cycling allowance :—

Cycling allowance for peons regularly doing cycling work	..	Rs. 5 p.m.
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Duty/Factory Allowance—On behalf of the clerks a claim is often made for duty allowance. It is said that the clerks in a factory have to put in more hours of work get less holidays than clerks elsewhere and that working conditions are more strenuous, therefore they demand allowance of 20 per cent. although it is said that the work done is 34 per cent. more than that of any other clerk (36 to 42 hours in office as against 48 hours in factory). We have examined 20 cases (i.e. all cases) dealing with the question of Duty/Factory allowance and after taking into consideration all factors and the trend of the current decisions, we suggest that in cases where such allowance becomes payable, it should be at the rate of 15 per cent. of the total salary of that clerk concerned.

Extra Show Allowance—Extra show allowance is paid only to Cinema workmen for every extra show held. We have examined 17 cases where the question of payment of extra show allowance has been considered and after taking into consideration all facts we fix the following norms for extra show allowance :—

				Rs.
(1)	Manager	..	..	3·00
(2)	Assistant Manager	..	..	2·50
(3)	Supervisor	..	..	2·00
(4)	Head Operator	..	..	2·00
(5)	I to IV Asstt. Operators	..	..	1·50
(6)	Electrician	..	..	1·50
(7)	Asstt. Electrician	..	..	1·50
(8)	Booking Clerk	..	..	1·50
(9)	Head Doorkeeper	..	..	1·50
(10)	Door Keeper	..	..	1·00
(11)	Watchman	..	..	1·00
(12)	Hamals, sweepers, office boy, poster boy, mali, etc.	..	..	0·75

Food Allowance—Food allowance is ordinarily granted to those workmen who having been sent out on Company's work are not able to return in time to take their lunch at their usual place of work and have in consequence to take a meal outside their usual place of work. It is a sort of compensation paid to the workmen for the inconvenience that is caused to them in making last minute arrangements of meals as they are not aware of the place where they may have to go on outdoor duty.

The scrutiny of awards, settlements made by the Committee reveals that whenever workman's duty compels him due to reasons personal to the employer to take meals outside his usual place of work, he is invariably granted food allowance suitable to his status in the concern. In view of this, the Committee after taking into consideration all relevant factors suggests that whenever workmen are sent on company's business to do work at a place of which they have no prior knowledge, they should be compensated by grant of the following rate of allowance :—

For clerical staff Rs. 1·50 nP.

For subordinate staff Rs. 1·00 nP.

This should be paid in addition to the actual amount spent by the worker on conveyance.

Machine allowance for Comptist—It is usual to pay a comptist a slightly higher wage than that awarded to clerks or typists but in cases where the same scales are prescribed for comptists and clerks, the tribunals have often awarded special allowance to those who operate on comptometers. We have examined 5 cases where payment of such allowance has been considered and taking into consideration the special nature of work done, we suggest that those who operate on comptometers, but whose wages are fixed without taking into consideration special nature of work done by them, should be paid Rs. 10 to Rs. 20 p.m.

Overtime allowance—The point at which the overtime wage rates start to operate, is always a major focus of interest in discussion concerning the hours of work. For workers it signifies that any additional hours worked will be paid at premium rates; for employers, it means the beginning of higher wage costs per hour of work. It is not surprising, therefore, that when wage and hours of work are subjects of negotiation, the discussion concentrates in large part not only on rates of wages but also on fixing the point which separates normal and overtime hours, as well as the premiums to be paid for overtime work.

Section 59 of the Factories Act, 1948, provides for payment to a worker for overtime work at double the ordinary rate of wages in the following cases :—

- (a) Where the worker works for more than 9 hours in any day, or
- (b) Where the worker works for more than forty-eight hours in any week.

In other words, a worker becomes entitled to extra payment at double the ordinary rate of wages when he works beyond the weekly hours prescribed by section 51 or beyond the daily hours prescribed by section 54.

Under the Bombay Shops and Establishment Act, 1948, where an employee in any establishment other than a residential hotel, restaurant or eating house is required to work in excess of the limit of hours of work, he is entitled in respect of the overtime work to wages at the rate of one and a half times his ordinary rate of wages. An employee in a residential hotel, restaurant or eating house who is required to work in excess of the limit of hours of work is to be paid at the rate of twice his ordinary rate of wages. For the purposes of computation of wages for overtime work, the expression "limit of hours of work" is defined as follows :—

- (a) in the case of employees in shops and commercial establishments, nine hours in any day and forty-eight hours in any week,
- (b) in the case of employees in residential hotels, restaurants, eating houses, theatres or other places of public amusement or entertainment, nine hours in any day, and
- (c) in the case of employees in any other establishment, such hours as may be prescribed.

In some of the undertakings, e.g. Printing Presses particularly in Greater Bombay, the normal working day is often shorter than the statutory day. This further raises the question of compensating a workman working beyond normal working hours but within the statutory working hours. The overtime rate may, therefore, be conveniently divided into two parts :

- (1) Overtime rate for hours worked in excess of normal hours of work but within the limit of statutory hours of work ;
- (2) Overtime rate for hours worked in excess of the statutory hours of work.

The Committee has scrutinised 178 cases where the question of overtime wages has been considered and after careful consideration of all factors and taking due note of the trend of the current decisions, we fix the following norms :—

Overtime rate for hours worked in excess of normal hours of work but within the limit of statutory hours of work. Normal rate of total salary.

Overtime rate for hours worked in excess of the statutory hours of work. Double the rate of total salary.

Unclean work allowance—Recommendations of the Barve Committee—"Between the work of scavengers and sweepers, that of the scavengers is undoubtedly more unclean and there is a general consensus of opinion that the scavenger deserves some greater consideration. In fact some of the local bodies, such as Bombay, Ahmedabad, Bhusaval, Dharamgaon and Mulund, are already paying an unclean work allowance, while many other municipalities are paying an unclean work allowance, not so in name, but in the form of higher wages to scavengers than to sweepers". Thus observes the Barve Committee in paragraph 125 of its Report. The main consideration behind unclean work allowance is to compensate in some manner those associated with unclean work of handling or removing the night soil or garbage.

The rates of unclean work allowance recommended by the Barve Committee for all scavengers, i.e. all conservancy workmen excepting those who only do the work of sweeping streets and open spaces, were as follows :—

	Rs.
Bombay City	7 per month.
Ahmedabad and Poona Municipality ..	5 per month.
Borough and District Municipalities ..	3 per month.
Notified Area Committee and Gram Panchayats ..	2 per month.

Scrutiny of settlements, agreements and awards made by the Committee shows that considerable weight has been given to this recommendation of the Barve Committee by the Industrial Tribunals in considering this demand and most of the Municipalities now give this allowance to their workmen engaged in doing unclean work. The Committee, therefore, suggests that the recommendations of the Barve Committee in this respect should be the norms for unclean work allowance.

Washing Allowance/Washing Charges for Uniforms—The principle underlying grant of washing allowance is that those who get their clothes soiled by the nature of their work while on duty should in fairness be paid charges for getting them washed. Employers have often argued that once uniforms are supplied they become the personal belongings of the workers and that management ought not to be called upon to bear the washing charges. These contentions have, however, not found favour with the Tribunals in this State and it has now become a practice to grant either the washing charges or direct the Company to get the uniforms washed. We have examined 9 cases where the question of washing charges has been considered and after taking into consideration all facts we fix the following norms for washing allowance :—

Washing allowance for two sets of uniforms :

Rs. 1·50 nP in Corporation Areas.

Re. 1·00 nP elsewhere in the State.

(Note.—This will be payable only in those concerns where washing is not done at the Company's expenses).

Allowance for doing work on holiday/weekly off—A holiday by way of a weekly off is intended to enable workmen not only to have rest and recreation at regular intervals but also to enable them to engage themselves in social activities—the essential social needs of workers as human beings. A sectional or general holiday has a social, religious or political significance. To deprive workmen of their weekly off or sectional and religious holidays is to disturb their normal expectation and upset their plans and programmes. Realising this need of workmen employers in progressive countries like the United Kingdom grant some monetary compensation in addition to a substituted or compensatory holiday. This principle of monetary compensation has been accepted by Tribunals in this State*.

The Committee has in all examined 48 cases† dealing with this allowance and after due deliberation has come to the decision that allowance as detailed below may be prescribed for workmen (both daily rated and monthly rated) for doing work on weekly off/holiday :—

For doing work on a weekly off, wherever permissible by law.	50 per cent. of the total salary plus substitute weekly off.
For doing work on holiday	Additional one total salary (no substitute).

Note.—This allowance will be payable in addition to total salary payable for a day's work.

* 1955 I.C.R. (Bom.), p. 664.

† For selected cases see Appendix.

CHAPTER VII

Reinstatement

Complaints regarding wrongful termination of service and consequent demand for reinstatement of the worker concerned with continuity of service and full back wages is a demand which is frequently made by Unions. A scrutiny of complaints recorded with the Government Labour Office in Bombay during the last few years reveals that a large percentage of disputes pertains to alleged wrongful termination of service, see table below :—

Year.			Number of complaints recorded during the year.	Personnel including dismissal, suspension, fine, promotion, transfer, etc.	Others.
1957	..	..	6,850	2,209	4,641
1958	..	..	5,297	3,024	2,273
1959	..	..	5,454	2,579	2,875

Security of service is a valuable right for an individual worker and for that matter to organise labour. It is, therefore, imperative that certain standards should be laid down defining the scope and extent within which the State should intervene and allow these grievances to be redressed in a constitutional manner. The existing provisions of the Industrial Disputes Act, empower the appropriate Government to make references of such disputes either to Industrial Tribunals or Labour Courts as the case may be. It is an established principle that in deserving cases Industrial Tribunals or Labour Courts could award reinstatement of discharged or dismissed workers. It is proposed briefly to review the position so as to show how the right of reinstatement has been won by the workers.

The relation between master and servant or employer and employee have undergone great changes and have assumed new direction after the Industrial Revolution. It would be significant to recall that in the days of slavery as well as wherever feudalism prevailed the State would hunt out and arrest a runaway slave and restore him to his master. The pendulum has now swung to the other extreme when the State is tending to intervene in favour of the employee and foist him on an unwilling employer. The question has to be examined from the point of view of the fact that such cases could and often do disturb industrial peace and harmony. As questions of rights and responsibilities of individuals and of organised labour are involved, the issue has to be examined, not from a legalistic point of view, but from the stand point of equity and expediency.

For the first time in India in the National Service (Technical Personnel) Ordinance, 1940 the customary right of an employer to dispense with the services of an employee was curtailed by legislation. Under this Ordinance technical personnel taking up employment in the national service on the direction of the Central Government or a National Service Labour Tribunal could neither be discharged by his employer nor leave his employment without the previous permission of the Central Government or the Tribunal. Provision was also made in the Ordinance for the reinstatement in their previous employment on the same terms as would have been applicable to them had they not been taken into the national service, of personnel requisitioned by the Tribunal (Indian Labour Year Book, 1946 pp. 107-108). The Essential Services (Maintenance) Ordinance, 1941, which applied to all employments under the Crown and to certain essential services or employments which were so notified also restricted the rights of employers to discharge their workers. Under the Ordinance persons abandoning employment under the Crown or in notified essential services were liable to punishment with a fine and imprisonment extending upto one year. Corresponding provisions were also made in the ordinance for penalising employers who, without reasonable cause, discontinue the employment of any person or cause such discontinuance of employment by closing the establishment (See Indian Labour Year Book, 1946, p. 109).

The study of awards and judgments delivered prior to 1948 indicates that in the opinion of some Tribunals, neither under the common law nor in equity could the court decree the enforcement of a contract of personal service and in the result the court could not order reinstatement of a deserving employee. This view was, however, rejected by the Bombay High Court. They pointed out "the entire trend of labour legislation in the country and elsewhere is to interfere with the sanctity of private contract and the legislature has indeed chosen to confer upon the Industrial Tribunal a jurisdiction which ordinary civil courts dealing with common law do not possess. The court has power in a proper case to make an award directing an employer to employ a deserving employee or one whom he has declined to re-engage. This is a special power and is only to be exercised in special circumstances."*

* Appeal No. 31 of 1949 (1948 Indian Labour Gazette, p. 182).

Although several cases have been dealt with by various Tribunals and reinstatements have been ordered, no uniform basic principles had been evolved until the L. A. T. formulated such principles in the Backingham and Carnatic Mills case. Broadly speaking, controversy on this subject ranged around 3 items, viz :—

- (1) Jurisdiction of the Tribunals to award reinstatement.
- (2) Grounds on which reinstatement could be justified.
- (3) Whether compensation for wrongful dismissal would not meet the case.

As it has been observed earlier in dealing with such cases the Tribunals were not guided merely by legal considerations, but more by equity and expediency. "The question has to be decided not by reference to only the rights and obligations as between the employer and the employee, but also to what is fair and right, having regard to the interests of the community as a whole". (Industrial Court Reporter, July-September 1948, No. AJ-IT. 12 of 1947).

"The Adjudicator, may.....properly interfere in cases of wanton and unreasonable orders of discharge and may insist on the reinstatement against an unwilling employer. Consideration of equity would demand it and this would be necessary to bring about security of service on the part of the employees, without which the lot of the workers would, at the present stage, be considered insufferable", (Award enforced under order of the Government West Bengal No. 2846 Lab, dated 31st May, 1950). In connection with a dispute in the Basanti Cotton Mills, Calcutta, the Industrial Tribunal made the following observation:—

"If the Tribunals refuse to interfere with the cases of discharge all industrial disputes will be throttled to death. Whenever any dispute arises, the industrialist may discharge the entire set of clerks and come to the Tribunals and say that the discharge orders cannot be interfered with, and if the Tribunal has no jurisdiction to interfere, there will be no industrial dispute" (Bombay Industrial Court Reporter, April-June, 1948).

There was also controversy regarding the competency of Industrial Tribunals in awarding reinstatement and this matter has been exhaustively dealt with by the federal court in the W. I. A. A. case. The federal court has observed :—

"The question for determination is whether the definition of the expression 'industrial dispute' given in the Act includes within its ambit, a dispute in regard to reinstatement of dismissed employees. The definition is, as pointed out by Lord Porter in *National Association of Local Government Officers v. Bolton Corporation* worded in very wide terms which unless they are narrowed down by the meaning given to the term 'workman' would seem to include all employees, all employment and all workmen, whatever the nature or scope of the employment may be. Reinstatement is the employment of a person non-employed and is thus within the words of Lord Porter all employment. Thus it would include cases of re-employment of persons victimised by the employer. The words of the definition may be paraphrased thus: 'any dispute which has connection with the workmen being in or out of service or employment'. Non-employment is the negative of 'employment' and would mean that disputes of workmen out of service with their employers are within the ambit of the definition. It is the positive or the negative act of an employer that leads to employment or to non-employment. It may relate to an existing employment or to a contemplated employment or it may relate to an existing fact of non-employment. The following four illustrations elucidate this point :—

(1) An employer has already employed a person and a trade union says 'please do not employ him'. Such a dispute is a dispute as to employment or in connection with employment.

(2) An employer gives notice to a union saying that he wishes to employ two particular persons. The Union says 'no'. This is a dispute as to employment. It arises out of the desire of the employer to employ certain persons.

(3) An employer may dismiss a man, or decline to employ him. This matter raises a dispute as to non-employment.

(4) An employer contemplates turning out who are already in his employment. It is a dispute as to contemplated non-employment. 'Employment or non-employment' constitutes the subject matter of one class of industrial disputes, the other two classes of disputes being those connected with the terms of employment, and the conditions of labour. The failure to employ or the refusal to employ are actions on the part of the employer which would be covered by the term 'employment or non-employment'. Reinstatement is connected with non-employment and is, therefore, within the words of the definition. It will be a curious result if the view is taken that though a person discharged during a dispute is within the definition of the word 'workman' yet if he raises a dispute about dismissal and reinstatement, it would be outside the words of the definition in connection with employment or non-employment.....

“.....Demand as to reinstatement may arise in several ways. It may be demand of the workmen in service that unless the dismissed workmen are reinstated, they will strike work. It may be a demand of the workmen on strike refusing to resume work unless persons victimised are put back in service or it may be a demand of the dismissed employees themselves, so far as one can see, reinstatement may be an essential relief to be provided for in any machinery devised for settlement of industrial disputes. ‘Any dispute connected with employment or non-employment’ would ordinarily cover all matters that require settlement between workmen and employers, whether those matters concern the causes of their being out of service or any other question and it would also include within its scope the reliefs necessary for bringing about harmonious relations between the employers and the workers.”

While deciding in favour of reinstatement, tribunals have generally been guided by consideration such as the following :—

- (1) Victimization ;
- (2) Unfair Labour Practices ;
- (3) Arbitrary conduct and defective procedure ;
- (4) Harshness.

The scope and meaning of each of the above 4 items has been elaborated from time to time by various tribunals. Victimization is generally defined as any act of an employer which injures or illegally affects an employee, but in its most specific application it takes a shape of dismissal or discharge for trade union activities. In proved cases of victimization adjudicators have ordered reinstatement without hesitation, and as the president of the Bombay Industrial Court stated “in all cases of victimization the Court would ordinarily order reinstatement”. However, Tribunals have distinguished between cases where trade union activity alone was a guiding factor in the employer’s decision to dismiss the worker and where there have been other strong grounds for his action. In such cases it has been observed that the burden of proof that Union activities were the cause of the employer’s action lay on the shoulders of the Union and if the Union could show that for a similar offence a non-member of the Union escaped with lesser punishment and that there was discrimination against the union member it could ask the Tribunal to draw a reasonable inference that the severity of the punishment was influenced by the fact of membership of the Union.

Although unfair labour practices have not been defined under the Industrial Disputes Act, this has been elaborated in one of the awards thus, “A presumption as to unfair labour practice may fairly be drawn where the services of an employee are found to have been dispensed with for no reason whatever or for a reason which is patently false or proved to have been false, the true reason being an indirect or ulterior motive ; and on the presumption remaining un rebutted on the part of the employer, the Tribunal may well consider whether.....the employee can be reinstated” (Industrial Court Reporter April, 1949, p. 353 No. AJ-IT: 14 of 1947). In another context, however, Shri Kamarkar stated that to draw a presumption of unfair labour practices it is not enough that the reason stated was insufficient to justify a discharge but that it must be proved to be a false reason (Industrial Court Reporter, August, 1949, No. AJ-IT 2 of 1949). In regard to the cases of dismissal for union activities Shri J. A. Pinto, Adjudicator in a dispute in the Chittivalsa Jute Mill observed as follows : “If he so carried on his trade union activities as to interfere with the discipline and atmosphere of the mill he should not be entitled to an order for reinstatement.”

“Where the termination of service was due to trade union activities carried on in a responsible and proper manner he should be entitled to an order for reinstatement” (Award enforced under Madras Government Order G. O. Ms. No. 2300 dated 23rd May, 1947).

Tribunals are almost unanimous in ordering reinstatement where unfair labour practice has been conclusively proved.

The model standing orders framed by the Government of Bombay under the Standing Orders Act, 1946 contain special provisions defining the procedure for discharge or dismissal and also contain certain safeguards against abuse of the authority by the employer. It has very often been argued that the proper procedure prescribed under those has not been followed or that a proper enquiry was not made and therefore, the findings of the employer had been vitiated. In such cases the Tribunals have not taken a uniform view but have generally examined each case on its merits. The mere fact that there was a procedural error or defect has not weighed sufficiently with the tribunals who have upheld the dismissal orders if they are satisfied that principles of natural justice have not been violated. Where, however they have found that the action of the employer has been arbitrary and unilateral they have ordered reinstatement. “These constitute defects in the procedure adopted which go to the root of the matter and in such circumstances applicant’s dismissal or discharge cannot be upheld” (Industrial Court Reporter, January, 1949, Appeal No. 38 of 1948).

It is not, however, always possible to insist that an enquiry should be conducted and the discharged worker given an opportunity of meeting the charges against him. In appeal No. 28 of 1948 Shri K. C. Sen, President of the Bombay Industrial Court, indicated that in a case where there is actual misconduct and where no evidence is forth-coming, for instance none of the operatives may be willing to depose against the guilty man, action under Standing Order No. 22 may not be possible and in such cases it may be proper for the management to act under Standing Order No. 19 provided that there is some evidence showing the probability of the operative in question being guilty, and provided further that the management are justified in thinking that the retention of such a person in service is fraught with risks which must be avoided or eliminated in the interests of the industry or undertaking in question.

The question of discharge *simpliciter* has also been dealt with by the Full Bench of the Industrial Court, Bombay, in *India United Mills Ltd., Bombay v. Rashtriya Mill Mazdoor Sangh, Bombay*, (1959-II L. L. J. 120) and it has been held "a discharge under the Standing Orders could be challenged if that discharge proceeded from any *mala fides* on the part of the company or any victimization or unfair labour practice". In coming to this conclusion, the Court has observed that 'The Supreme Court decision in *Nagpur Electric Light and Power Company Limited, and others v. Shreepathi Rao (K.)*, 1958-II L. L. J. 9 did not purport to lay down that in a case of discharge *simpliciter* the tribunal could not interfere even if the discharge was actuated by motives of victimization or unfair labour practice. That question did not arise in that case as there was no allegation of discharge being *mala fide* in that case'.

Where the tribunals have found the dismissal was too harsh a punishment looking to the nature of the offence, reinstatement has also been awarded. In certain cases failure of the employer to take into account the past record of the employee which he is required to do under the Standing Orders has weighed with the tribunals and reinstatement has been ordered although this cannot be said to be a general rule. The principles to be adopted by Industrial Tribunals and other authorities under the Industrial Disputes Act have been exhaustively dealt with by the Labour Appellate Tribunal in the *Buckingham and Carnatic Mills case* (1951-II L.L.J. 314). The principles are as follows :—

"The power of the management to direct its internal administration, which includes the enforcement of discipline of the personnel, cannot be denied, but with the emergence of modern concepts of social justice, that an employee should be protected against vindictive or capricious action on the part of the management which may affect the security of his service, this power has to be subjected to certain restrictions but at the same time undue interference by a tribunal with administration and management should not be encouraged. It would thus be open to the tribunal to examine the findings of the management on the charge of misconduct to assure itself that there is evidence to support the finding and that the decision of the management is a possible view on the evidence before it. In such a case the tribunal should refrain from substituting its own judgment for the judgment of the management, as in such matters the tribunal does not act like a court of appeal but rather as a supervisory body exercising what would ordinarily be regarded as powers of reversion for correction of basic errors, which go to the root of the matter and of perverse findings. Consequently, any vindictive or capricious action on the part of the management or the fact that the trouble had been provoked by the action of the management, may be relevant factors for consideration in determining whether interference with the decision of the management is called for. The result, therefore, is that the decision of the management in relation to the charges against the employee will not prevail—if

- (a) There is want of *bonafides*, or
- (b) It is a case of victimisation or unfair labour practice or violation of the principles of natural justice, or
- (c) There is a basic error on facts, or
- (d) There has been a perverse finding on the materials".

These views have been fully endorsed by the Supreme Court in the case of *Indian Iron and Steel Co. Limited and another v. Their workmen* (1958-I L. L. J. 260). The Supreme Court has observed thus :—

"Undoubtedly, the management of a concern has power to direct its own internal administration and discipline; but the power is not unlimited and when a dispute arises, Industrial Tribunals have been given the power to see whether the termination of service of a workman is justified and to give appropriate relief. In cases of dismissal on misconduct, the Tribunal does not, however, act as a Court of appeal and substitute its own judgement for that of the management. It will interfere (i) when there is want of good faith, (ii) when there is victimization or unfair labour practice, (iii) when the management has been guilty of a basic error or violation of a principle of natural justice, and (iv) when on the materials, the finding is completely baseless or perverse".

The principles formulated in this case have been formed in the decision given in the case of *G. Mekenzi & Co. Ltd. v. its workmen* (1959-I L.L.J. 285).

There have been cases where employers stand on prestige and refuse to see justice of the employees cases even if serious irregularities in the procedure followed, victimization, violation of the principles of natural justice and general failure to give justice to the workers are brought home to them after the dismissal order has been passed. It was suggested, by some employers themselves before this Committee that they would be amenable to have cases of alleged wrongful termination examined impartially and abide by the decision as they feel that such a course would not impair the morale of the working force and also not affect their prestige as Management. It would, therefore, be appropriate to suggest the following as some of the remedies to reduce, if not altogether to eliminate complaints or allegations of wrongful termination of service. Enquiries by management into the misconduct of workers are of a quasi-judicial nature and it is of utmost importance that such enquiries should be conducted in a manner so as to inspire confidence in the impartiality of the enquiry officer. For in conclusion, the committee is of opinion that—

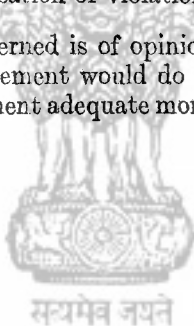
(i) Procedure under the Standing Orders should be ordinarily followed and failure to do so should be a good ground for investigation of the case by the Government machinery set up for this purpose.

(ii) Procedure for a domestic enquiry should be properly explained to each individual worker by providing him, if necessary, a copy of the Standing Orders applicable to him, preferably in the principal regional language or Hindi.

(iii) Where in spite of strict compliance with the procedure of a domestic enquiry there is sufficient material to sustain the allegation of victimisation or unfair labour practice the matter should be referred to a Labour Court for investigation and for granting consequential reliefs.

(iv) The punishment of employees is *prima facie* a management function and the authorities under the Industrial Disputes Act should not ordinarily interfere with that management function. But they would have the power to interfere in cases where there was unfair labour practice, victimisation or violation of the principles of natural justice.

(v) Where the authority concerned is of opinion that the relationship between the parties is so strained that reinstatement would do more harm than good to the general industrial relations in an establishment adequate monetary compensation should be awarded to the aggrieved worker.



CHAPTER VIII

Miscellaneous

ABOLITION OF CONTRACT LABOUR SYSTEM

Should the system of contract be abolished? The question has been considered by several Committees and all of them seem to be almost unanimous in pointing out the evils of the system and in recommending its abolition. Before we analyse the awards of the Tribunals in the matter we shall take the liberty of quoting from the various earlier reports. The Roy Commission on Labour has observed:

"We have found it to be generally true that workmen employed by salaried managers, who are personally responsible for their workers receive more consideration than those employed by contractors.....We believe that whatever the merits of the system in primitive times, it is now desirable, if the management is to discharge completely the complex responsibilities laid upon it by the law and by equity, that the manager should have full control over the selection, hours of work and payment of the workers" (p. 119).

The Bihar Labour Enquiry Committee has condemned the system of recruiting labour through contractors, who according to the Committee,

"ordinarily lack the sense of moral obligation towards labour which the employers or their managers are expected to have and therefore do not often hesitate to exploit the helpless position of labour in their charge" (page 36).

The Bombay Textile Labour Enquiry Committee agreed with the above views and added that:

"if the management of the mills do not assume responsibility for such labour there is every likelihood of its being sweated and exploited by the contractor" (page 365).

The Labour Investigation Committee of the Government of India though did not advocate the total abolition of the system of employing contract labour, drew attention of the Government to the distinction between essential and non-essential processes in an industry and recommended that the manner in which the employers seek to avoid their obligation towards workers by delegating even essential processes should be prohibited. The only method of tackling the problem, according to the Committee, was to regulate the conditions of contract labour in all industries where its existence is inevitable (page 84). The evils of the system of employing contract labour are manifold as pointed out by the various Committees referred to above. These were summed up by one of the Tribunals, Bombay, as follows:—

Though the Contractor gets a lump sum for the work to be done, he does not pay the workers wages in proportion to the work done by them. Owing to competition one contractor bids less for the contract than another contractor and the wages of the workers have to be reduced in consequence. There is no security of service for contract labour as with the change of contractor the old workers are replaced by the men brought by the new contractor. The contractor with a view to earn greater profit employs less number of men than required with the result that the latter have great difficulty in getting leave. The contract system enables the principal employer to escape most of the provisions of the Labour Laws. The contractor's employees do not enjoy the same advantages which the employees of the employers enjoy in the matter of provident fund, leave, gratuity, housing, hours of work, musters etc.

The question of abolition of contract labour has come up for consideration in a number of cases before the Tribunals. In the *Standard Vacuum Oil Refinery Co. of India Ltd., v. workmen employed in direct* [1959 I.C.R. (Bom.) p. 47], the Industrial Tribunal, Bombay, after fully discussing the question, agreed with the observations made by the Labour Appellate Tribunal in 1957-I L.L.J. 287 to the effect, that the true test should be based on the sum total of the relevant circumstances, principal among which would be the casual or intermittent character of work, location of the work, the remoteness or difficulty of the terrain, the difficulty of supervising work in distant places or the necessity of contract labour in certain operations, as where distant lands have to be ploughed or trimmed or otherwise worked upon. In *Kandivli Metal Works, Kandivli v. workmen (excluding clerks) employed under them* [1959 I.C.R. (Bom.) p. 206], the Industrial Tribunal, Bombay, while directing the Company to abolish the system of contract Labour, observed:

".....if the processes in which the contract labour is engaged..... are required permanently and form part of the regular work done in the Company, and the number of workers engaged do not vary from time to time, the contract system must be abolished."

In view of what has been stated above, we feel that the Government should take suitable steps to abolish the system of contract labour in the concerns where the conditions laid down by the Tribunals are satisfied and where it is not possible to do so, the employer may be required to see that the conditions of service of the workmen involved are not inferior to those of workmen directly employed. The responsibility for ensuring that contractor's employees enjoy the same benefits and service conditions as those employed directly by him, should be fixed on the principal employer if necessary by amending suitably the definition of 'workman' in the Industrial Disputes Act, 1947, on the lines of that of 'employee' under the Bombay Industrial Relations Act, 1946. Accordingly the Committee has made no distinction in the norms fixed for employees directly employed by an employer and those employed through a contractor principally to do his work.

RETIREMENT AGE

This matter is dealt with in Standing Orders. But as the industrial Employment (Standing Orders) Act is not applicable to concerns employing less than 50 workmen, we feel that some provision will have to be made for retirement age for workmen employed in such concerns. After taking into consideration the views of the earlier Committees and Commissions including those of the Second Pay Commission the report of which has been released recently, we feel that the retirement age for workmen in all industries should be fixed at 60. Accordingly, the norm for retirement age is fixed at 60.

CONCLUSIONS

1. The Committee have been asked to suggest norms after studying and analysing the awards of tribunals, settlements before the Conciliation Officers and agreements between the parties. The Committee have also taken into consideration decisions in appeal over the awards of Bombay Industrial Tribunals, by Labour Appellate Tribunal, the High Court and the Supreme Court. The Committee have codified the principles that have been established as a result of these decisions and they are incorporated in the various chapters of this report under appropriate heads.

2. The Committee have found that in several industries sufficient material is not available in the form of awards, settlements or agreements in all the items which have formed subject matter of disputes. For example, in the Bidi industry, the cotton ginning and pressing, etc. there is not enough material on such subjects as provident fund, gratuity, medical benefits, retirement age, etc.

In the Marathwada region and to a certain extent in the Saurashtra region also the number of awards and settlements is comparatively small with the result that it has been necessary to suggest norms on the basis of principles evolved for different industries in the State.

The Committee have, however, felt that it would be more helpful to all parties if the principles evolved in other industries were made use of for purposes of evolving norms even in such industries, rather than take the easy way out, and suggest no norms on the plea that sufficient material is not available.

3. We have not adopted the norms on a regionwise basis. The Committee felt that it was not necessary to do so since the differences existing in the conditions of service in different regions were adequately reflected in basic wages and dearness allowance obtaining there which ultimately determine the monetary burden entailed in conferring benefits such as paid leave, holidays with pay, provident fund, gratuity, etc.

4. Norms have not been fixed on an industrywise basis. It was found necessary to classify the scheduled industries into different groups, depending on the nature of the industry. Manufacturing industries have been grouped together. Local authorities have been treated separately as they are public institutions constituted by law to meet public requirements of a local nature. Hospitals have been treated separately, as they do work of an essential nature. Bidi employment is labour-intensive and has peculiar features of its own. Cotton, oil crushing and stone-crushing are industries of a seasonal character. Shops and commercial establishments have been dealt with separately as in our opinion the nature of work and conditions of service applicable to employees working in the establishments are naturally different. Shops and establishments are of two kinds—those which are commercial establishments and others which are of varying sizes.

5. Representatives of employers in the Pharmaceutical and Film industries urged that special norms should be evolved for them separately, for reasons mentioned by them. The Committee have not found it expedient to do so as in their opinion every industry has special features and the purpose of fixing norms will be defeated if they are to differ from industry to industry.

Besides the employers in these industries are free to fix their conditions of service by collective bargaining, since both employers and employees in both these industries are well organised.

6. Norms have been suggested only in the case of certain allowances which have become frequent matters of dispute.

In the case of remaining allowances it has been decided not to suggest any norms for the reasons that (i) there are insufficient awards, settlements or agreements, (ii) these allowances are of a mere specific character having application to only certain units or class of employees.

7. In the course of the inquiry some of the representatives of trade unions fervently pleaded for making an enabling provision in the Industrial Disputes Act, for making direct reference to Labour Courts as is the case under the Bombay Industrial Relations Act. Some of them have urged that the distinction observed in the case of factory operatives and office staff in respect of benefits such as paid leave, holidays, etc. should be abolished. It was also mentioned that instead of giving retirement benefits and retrenchment compensation etc. on an *ad hoc* basis Government should evolve an integrated scheme, under which it would be possible to give the benefits not only at the existing scales but even on a more liberalised basis. There was also some discussion regarding the method to be adopted for the equitable apportionment of the available surplus by way of bonus.

It will be observed from the above that some of these questions raised before us did not exactly fit in in our terms of reference and they are also matters involving State policy, for example whether or not individual disputes should directly go to a Labour Court, is a matter *inter alia* involving administrative convenience. It will not be competent for a Committee such as this with restricted terms of reference, to express its views on such a controversial subject. As regards the question of granting leave benefits etc. to factory operatives and to office employees at a uniform rate, we feel that although there is nothing objectionable in theory to bring about such uniformity, we feel that at the present juncture any attempt to achieve such uniformity will be only at the cost of production. We are therefore unable to make any recommendation in favour of such a scheme at this stage.

As regards the desirability of having an integrated retiring benefit scheme we strongly feel that it is highly desirable to have such a scheme as the multiplicity of agencies for granting retirement and other social security benefits on an *ad hoc* basis have resulted in administrative duplication and if any stream lining is to be achieved by integration, it will go a long way in conferring more benefits within the present resources. It may also go a long way in reducing the number and frequency of industrial disputes.

Lastly, as regards the allocation of available surplus for the purpose of bonus, we feel that the matter will have to be left to Conciliation Officers and Industrial Tribunals for arriving at their conclusions in each individual case in the light of principles formulated by the Supreme Court in this regard in the *A. C. C.* case. The observations of the Supreme Court are reproduced below even though it may involve some sort of repetition :

“Once the amount of rehabilitation is thus determined the available surplus for the bonus year is ascertained and the final stage is reached when the tribunal has to give directions for the distribution of the said available surplus. It is not seriously disputed that three parties are entitled to claim a share in this available surplus ; labour claims bonus from it, the industry claims a share for the purpose of its expansion and other needs, and shareholders claim a share by way of additional return on the capital invested by them. In the case of the Mill Owners Association, Bombay where the formula was evolved, out of the available surplus of Rs. 2·61 crores 2·16 crores was distributed by way of bonus leaving a balance of 0·45 crores with the industry. In the Trichinopoly Mills Ltd. and National Cotton Mills Workers Union the available surplus was found to be Rs. 34,660 and out of it Rs. 30,000 was ordered to be distributed as bonus to the workmen. These two and other similar instances, however, cannot be pressed into service for the purpose of evolving any general rule as to the ratio or proportion in which the available surplus should be distributed. The ratio of distribution would obviously depend upon several facts : What are the wages paid to the workmen and what is the extent of the gap between the same and a living wage ? Has the employer set apart any gratuity fund ? If yes, what is the amount that should be allowed for the bonus year ? What is the extent of the available surplus ? What are the dividends actually paid by the employer and what are the probabilities of the industry entering upon an immediate programme of expansion ? What dividends are usually paid by comparable concerns ? What is the general financial position of the employer ? Has the employer to meet any urgent liability such as redemption of debenture bonds ? These and similar considerations will naturally determine the actual mode of distribution of the available surplus. In this connection labour's claim to fill up the gap between the wage actually paid to it and the living wage has an important bearing on the decision of this point. Industry's claim for paying additional return on capital and for making additional provision for expansion would also have to be considered. The fact that the employer would be entitled to a rebate of income-tax on the amount of bonus paid to his workmen has to be taken into account and in many cases it plays

a significant part in the final distribution. Therefore in our opinion, once the available surplus is determined the tribunal should, in the light of all relevant circumstances, proceed to make an award directing the payment of a fair and just amount to labour by way of bonus. If the formula is thus worked reasonably it would in a large majority of cases, succeed in achieving its principal object of doing justice both to labour and industry."

The application of these principles in course of time will show whether or not Labour is getting a square deal. We therefore feel that we must allow some time to elapse before this aspect of bonus is re-examined.

8. No norms have been suggested in respect of Standing Orders, medical facilities, recognition of trade unions, permanency, promotion, assignment of duties, hours of work, uniforms and welfare amenities, for the following reasons :—

(a) *Standing Orders*—The introduction of Standing Orders is desirable both in the interests of employers and employees. In our opinion it is not necessary to have a norm since the model standing orders prepared by the Government of Bombay, under the Industrial Employment (Standing Orders) Act, 1946, sufficiently meet the requirements.

(b) *Permanency, confirmation and probationary period*—Model Standing Orders contain suitable provisions in respect of each of these matters.

(c) For assignment of duties and classification no norms can be fixed since each case has to be gone into on merits and no general standards can be evolved. The principles governing classification viz. skill and strain involved will be the guiding factor. The principles formulated by the Fair Wages Committee are as under :

- (1) the degree of skill,
- (2) the strain of work,
- (3) the experience involved,
- (4) the training required,
- (5) the responsibility undertaken,
- (6) the mental and physical requirements,
- (7) the disagreeableness of the task,
- (8) the hazard attendant on the work, and
- (9) the fatigue involved.

(d) *Promotion*—This is primarily a management function and no definite directions have been given by tribunals in this regard. Broadly speaking, internal promotions, as far as possible, have been generally recommended provided persons with the necessary efficiency and qualifications are available. It was suggested that an opportunity should be given to the person next in seniority to officiate in a higher vacancy before any other arrangement is made to fill in a vacancy.

(e) *Transfers*—We have not come across many complaints regarding indiscriminate transfers and, therefore, it is not felt necessary to suggest norms. We feel that wherever transfers become necessary for bonafide business reasons, the existing remuneration and other conditions of service of the employees should not be adversely affected unless circumstances justify any change.

As far as possible the convenience of the employee should be given due consideration. It is needless to say that the question of transfer arises where there is an express or implied condition of service to that effect.

As regards inter-departmental transfers or in some cases inter-unit transfers in the same town, the general principle to be followed is that the salary and status of the person transferred should not be adversely affected.

(f) *Recognition of unions*—This is a matter covered by the Indian Trade Unions Act 1926, and therefore the Tribunals have made no direction in this regard. In any event, according to the decision recently taken at the Indian Labour Conference, Government is desirous of promoting voluntary recognition of unions and therefore it is not necessary to fix any norms for the purpose.

(g) *Housing accommodation*—This is not a matter of industrial dispute as it is mainly a part of welfare activity. According to the recent decision of the Supreme Court in the Patna Electricity Corporation, it was held by the Supreme Court that provision of housing is a State function and as regards housing allowance it was held that, that part of expenditure is taken into account at the time of fixation of wages and therefore no separate allowance need be granted. We therefore feel that it is not necessary to fix any norms in this respect.

Despite this position, it is often necessary for employers to provide housing to essential staff on a voluntary basis especially in cases such as conservancy staff, watch and ward staff, firefighting staff, etc. under the local authorities and nursing staff in hospitals.

(h) *Medical facilities and welfare amenities*—Provision for medical benefits and welfare amenities is generally undertaken by employers on a voluntary basis. The tribunals have generally made no directions especially in the case of welfare amenities. As regards medical facilities tribunals have generally indicated that inexpensive medicines and injections should be made available to employees on the recommendation of the Company's doctor and in some cases they have fixed a monetary limit also. These directions are however of a general nature and each case has to be dealt with separately in the light of the financial capacity of an employer to meet such additional burden. We therefore felt that no norms could be fixed in these respects which will be of universal application.

(i) *Uniforms*—The grant of uniforms has been recommended by tribunals in cases involving wear and tear of clothes of employees beyond what is normal. Usually two sets of uniforms are given and washing is usually done at the expense of the employer. As regards protective clothing the provisions of the Factories Act make adequate provision. When the Factories Act does not apply, the matter will have to be dealt with on the basis of the manufacturing process and the machinery used. We feel that it will be difficult to fix a norm in this respect having general application in the absence of adequate data.

(j) *Hours of work*—Disputes regarding the hours of work are mainly confined to commercial establishments and printing presses chiefly in Bombay City. Our enquiries have shown that hours of work in commercial establishments and printing presses in Bombay are well within the statutory limit and if any further changes are to be made they must be left to the parties concerned as we feel that no rigid pattern will be in the interest of labour and industry.

In the end, we would like to mention that although statutory provisions exist in respect of working hours, paid leave, weekly holidays, etc. the workers are not generally happy with the mere provisions of these benefits, as it appears from the complaints that due to the absence of adequate machinery of enforcement, they in fact do not get these benefits fully. This may also be due to the ignorance of employees and want of knowledge on the part of employers in certain cases. At present most of the legislation is in the English language and the ordinary worker or the employer is not always in a position to know his rights and responsibilities under the various Acts. The Committee feels that translation of various labour enactments in the principal regional languages and in Hindi should be undertaken without delay and these publications should be available at cheap prices in all the principal towns in the State.

Before concluding our Report, we wish to record our gratitude to Shri S. E. Sukthankar, D.F.C., I.A.S., former Commissioner of Labour, Bombay and his successor Shri D. G. Kale, M. Sc. (London), Bar-at-Law, for the help given to us and the interest taken in the progress of the work of the Committee.

Our whole staff and particularly Shri I. K. Ramrakhiani, has brought to its difficult, and often exhausting, duties an energy and devotion for which we are grateful.

V. V. JOSHI, Chairman,

L. C. JOSHI, Member,

V. V. RANADE, Member,

G. K. DHUTIA, Secretary.

Bombay, 1st January 1960,

APPENDIX I

Committee to evolve norms in respect of industrial matters which form subject matter of disputes in different industries.

Appointment of a

GOVERNMENT OF BOMBAY

LABOUR AND SOCIAL WELFARE DEPARTMENT

Resolution No. MSC. 71657(i)-H

Old Secretariat Building

Bombay, 29th December 1958/Pausa 8, 1880.

RESOLUTION.—The Government of Bombay is pleased to appoint a Committee called the Norms Committee consisting of the following persons for the purpose of evolving norms in respect of various matters which form the subject matter of industrial disputes between employers and workmen in specified industries.

Chairman

Shri V. V. Joshi, Deputy Commissioner of Labour, Bombay.

Members

1. Shri L. C. Joshi, Labour Adviser, Bombay Chamber of Commerce, Bombay.

2. Shri V. V. Ranade, Joint Secretary, INTUC Bombay Branch, Bombay.

Shri G. K. Dhutia, Assistant Commissioner of Labour, Bombay, should act as Secretary to the Committee.

2. The terms of reference to the Committee should be to examine the settlements, agreements, and awards made under the Industrial Disputes Act, 1947, from the 1st January 1953 onwards and then suggest norms in relation to various industrial matters, other than those relating to wages and dearness allowance which have formed subject matter of disputes in the industries listed in the Schedule.

3. The Committee should submit its report to Government within a period of nine months from the date of this Resolution.

Schedule.

- | | |
|----------------------------|--|
| 1. Engineering, | 2. Iron and Steel, |
| 3. Chemicals, | 4. Pharmaceuticals, |
| 5. Match, | 6. Paints and Varnishes, |
| 7. Oils, | 8. Soaps, |
| 9. Paper, | 10. Printing presses, |
| 11. Local Authorities, | 12. Rubber, |
| 13. Hospitals, | 14. Hotels and Restaurants, |
| 15. Leather and Tanneries, | 16. Bidi, |
| 17. Cigarette, | 18. Cotton Ginning and Pressing, |
| 19. Salt, | 20. Wood and Furniture, |
| 21. Glass, | 22. Stone Breaking and Crushing, |
| 23. Film, | 24. Shops and Commercial Establishments. |

By order and in the name of the Governor of Bombay,

(Signed) B. B. BRAHMBHATT,

Under Secretary to the Government of Bombay,
Labour and Social Welfare Department, Bombay.

APPENDIX II

No. CL/XXV/Norms/72894,
 OFFICE OF THE COMMISSIONER OF LABOUR,
 Framji Cawasji Institute Building,
 Dhobi Talao, Bombay-2,
 Dated the 22nd July 1959.

From

Shri V. V. JOSHI, M.A. (Oxon.),
 Chairman, Norms Committee and Deputy Commissioner of Labour, Bombay.

To

THE SECRETARY TO THE GOVERNMENT OF BOMBAY,
 Labour and Social Welfare Department, Old Secretariat, Bombay-1.

Subject.—Norms Committee.

Request for extension of scope of the—

The Norms Committee appointed by Government under Government Resolution, Labour and Social Welfare Department No. MSC. 71657(i)-H, dated the 29th December, 1958, has so far completed the scrutiny of awards published during the period 1953-58. At present the work of the scrutiny of settlements for this period is in progress and the Committee would complete the same shortly. One of the difficulties experienced by the Committee is that in respect of certain industrial matters in some industries adequate data is not available in the awards published during 1953-58. The Committee is, therefore, of the opinion that if the awards delivered by Tribunals during the period May 1949 to 1952 are also scrutinised they would help the Committee in evolving norms as it is noticed that some of the important awards were given during that period. It is, therefore, suggested that the scope of enquiry of the Committee may be widened by including scrutiny of awards published during May 1949 to 1952 in its terms of reference.

This will no doubt double the work of the Committee but it will not be necessary to extend the term of the Committee by a very long period. Three months' extension will be sufficient to complete work including scrutiny of awards from May 1949 to 1952 suggested in paragraph 1 of the letter.

(Signed) V. V. JOSHI,
 Chairman, Norms Committee and
 Deputy Commissioner of Labour, Bombay.



APPENDIX III

Committee to evolve norms in respect of industrial matters which form subject matter of disputes in different industries.
Appointment of a—

GOVERNMENT OF BOMBAY

LABOUR AND SOCIAL WELFARE DEPARTMENT

Resolution No. MSC. 71657-H

Old Secretariat Building, Fort, Bombay, 29th September 1959/Asvina 7, 1881.

Read Government Resolution, Labour and Social Welfare Department, No. MSC. 71657-(i)-H, dated 29th December 1958.

Read Government Resolution, Labour and Social Welfare Department, No. MSC. 71657-(ii)-H, dated 29th December 1958.

RESOLUTION.—Government is pleased to direct that the terms of reference to the Norms Committee constituted under Government Resolution, Labour and Social Welfare Department, No. MSC. 71657-(i)-H, dated 29th December 1958, should be enlarged so as to bring within its scope scrutiny and collection of awards made under the Industrial Disputes Act, 1947, during the period from 1st May 1949 to the end of December 1952.

2. Government is further pleased to direct that the staff sanctioned for the Norms Committee under Government Resolution, Labour and Social Welfare Department, No. MSC. 71657 (ii)-H, dated 29th December 1958, should be continued for a further period of three months ending 28th December 1959.

3. The expenditure involved should be debited to the budget head "47-Miscellaneous Departments-B-Labour-B-12-Special Committees for Enquiry", and met from the grant sanctioned thereunder during the current year by re-appropriation, if necessary.

By order and in the name of the
Governor of Bombay,

(Signed) M. D. SHANBHAG,
Under Secretary to Government.



APPENDIX IV

Number of Factories or concerns and number of Workers employed according to Industry.

Serial No.	Industry.	Number of factories or concerns.	Number of workmen employed.
1.	Engineering ...	1,698	1,30,602
2.	Iron and Steel ...	104	6,651
3.	Chemicals ...	172	16,171
4.	Pharmaceuticals ...	83	7,376
5.	Match ...	6	2,088
6.	Paints and Varnishes ...	56	3,107
7.	Oils ...	589	21,855
8.	Soaps ...	26	4,396
9.	Paper ...	100	6,098
10.	Printing ...	680	29,019
11.	Rubber ...	72	7,009
12.	Leather and Tanneries ...	69	1,765
13.	Bidi ...	455	38,100
14.	Cigarette ...	6	1,487
15.	Cotton Ginning and Pressing	1,160	86,086
16.	Salt ...	94	7,595
17.	Wood and Furniture ...	363	10,021
18.	Glass ...	39	7,655
19.	Stone breaking and crushing.	136	3,826
20.	Film : (i) Cinema Studios ...	30	2,636
	(ii) Film Processing.	9	682
21.	Local Authorities ...	24,780	Information not available.
*22.	Establishments covered by Shops and Establishments Legislation.	4,24,639	6,41,288



* This includes (1) Hospitals, (2) Hotels and Restaurants and (3) Cinema Houses and part of Film Industry and also concerns from other industries which do not fall within the purview of the Factories Act.

Source.—(1) Industries 1 to 20—Annual Report on the administration of the Factories Act in the State of Bombay for the year 1957.

(2) Industry at Serial No. 21—Local Self-Government Department.

(3) Establishments at Serial No. 22—office of the Commissioner of Labour, Bombay.

APPENDIX V

(Tel. No. 38211 Extn : 7)

No. CL/XXV/Norms/
 OFFICE OF THE COMMISSIONER OF LABOUR,
 Framji Cawasji Institute Building,
 Dhobi Talao, Bombay-2,
 Dated, July 1959.

From

THE SECRETARY,
 Norms Committee,
 Office of the Commissioner of Labour, Framji Cawasji Institute Building, Dhobi
 Talao, Bombay-2.

To

THE SECRETARY,

Subject.—Norms Committee.
Views of employers and employees.

Sir,

The Government of Bombay in the Labour and Social Welfare Department has by a Resolution of the 29th December, 1958, constituted a Norms Committee for evolving Norms in respect of various industrial matters which have given rise to industrial disputes under the Industrial Disputes Act, 1947, between employers and workmen. On the reverse side you will find the text of the Government Resolution. The Committee now proposes to evolve Norms in respect of all industrial matters except wages and dearness allowance. The Committee will be grateful if you will be so good as to peruse the terms of reference and let it have your views in the matter on or before 10th August 1959. Five copies of the views may please be sent.



Yours faithfully,

(Signed) G. K. DHUTIA,
 Secretary, Norms Committee.

APPENDIX VI (1)

GOVERNMENT OF BOMBAY

NORMS COMMITTEE

(Appointed by the Government of Bombay by resolution, Labour and Social Welfare Department, No. MSC. 71657 (i)-H, dated 29th December 1958 to evolve norms in respect of industrial matters except wages and dearness allowance).

QUESTIONNAIRE

(for Employers)

1. Name of the Concern ...
2. Address ...
3. Year of Establishment ...
4. Total Number of workmen ...
 - (a) Manual ...
 - (b) Clerical ...
 - (c) Technical and Supervisory ...
 - (d) Others ...
5. Industry to which the concern belongs.
6. Please give details of the agreements under section 2 (p), Settlements and awards (including other agreements and private arbitration awards) in respect of your concern.

 (Please also supply a copy of each of the agreement and settlements. In case of published awards please give only the date and page No. of B.G.G.).
7. Please state if you have any objection if the information supplied by you in response to this questionnaire is incorporated in the report of the Norms Committee.
8. Please also give your views re : fixation of norms in respect of industrial matters indicated in the list attached herewith and any other remarks regarding this enquiry.

APPENDIX VI (ii)

GOVERNMENT OF BOMBAY

NORMS COMMITTEE

(Appointed by the Government of Bombay by resolution, Labour and Social Welfare Department. No. MSC. 71657(i)-H, dated 29th December 1958, to evolve norms in respect of industrial matters except wages and dearness allowance.)

QUESTIONNAIRE

(For Trade Unions)

1. Name of the Union ...
(with address.)
2. Registration Number ...
3. Industry with which the Union is connected :
4. Latest membership ..
5. Please give details of agreements under section 2 (p), Settlements, awards (including any other agreements and private arbitration awards) concerning your members.
6. Please also supply a copy of each agreement, settlement, if possible.
7. Please give the date of the publication, where the awards are published.
8. Please state if you have any objection if the information supplied by you in response to this questionnaire is incorporated in the Report of the Committee.
9. Please also give your views relating to fixation of norms in respect of items indicated in the list attached herewith and any other remarks regarding the enquiry.

APPENDIX VII

I have got to observe two aspects in the terms of reference in the Schedule, one in relation to various industrial matters other than wages and dearness allowance and another all other matters in various industries where disputes arisen and suggest the norms. There is nothing in this restricting the scope of this Committee. But while doing so, the Committee is to examine the existing agreements, settlements and awards under the Industrial Disputes Act and then suggest the norms. It means after examining we must pick out those agreements, settlements and awards which are fair for the purpose of deciding the norms. The only thing the Committee should bear in mind is that the goal to be achieved is the industrial progress of the Country through peaceful settlements of disputes. Some of the aspects may be such that instead of taking all these things through the Tribunals, it can be settled by mutual negotiations. The object of fixing norms seems to have a double purpose. One is to give norms which will be ultimately used as directives to the Tribunals and where that is also not necessary it could be decided by statutory resources and thus to take them out of the field of adjudication. Now for e.g. Provident Fund. It goes under the Industrial Disputes Act. By extending the provisions of the present Provident Funds Act, the industrial disputes relating to the Provident Fund can be completely taken from the purview of the reference to the Industrial Tribunal. There are other matters which may not be so easy as to form the basis for a uniform settlement on an all India basis and they may require to be adjudicated upon. The Committee's recommendations will serve as an useful guide for the parties as to how far to stretch and how far to oppose and ultimately will lead to a settlement of the industrial disputes. While doing so, we have to take into consideration different factors—our economy, our objectives and our Constitution and spirits. I would like to deal with all the subjects on these backgrounds.

Gratuity—I cannot deal with gratuity alone. It is one of the retirement benefits out of the first group of the subjects, namely, gratuity, provident fund, pension and retirement age. Whether we can evolve by statutory measures and in doing so what should be the norms will be the two different aspects. When the parents become old, they expect the children to support them. Now in the industrial society, the old pattern of the family is being broken up. Therefore, society must take the responsibility from birth to the burning ghats. At present the wage is determined on the basis of husband, wife and child for a living wage for a full family. But this wage is fixed only for the period during which he earns. Who is to take care of him, his wife and his youngest children who cannot be supported. The earning member of the family i.e. the major son or daughter cannot have the responsibility of maintaining the parents, because his wages is given not for the parents but for himself and for his children. If he is paid wages for his whole family including old parents on the one side and their minor children on the other, then the question of gratuity may not arise. The wage structure does not take care of both the ends. If he is given sufficient wages for his old age, then, also he does not want gratuity. I do not want Gratuity should not be considered as *ex-gratia* payment or something of that sort. All these retirement benefits to be given to a worker should be sufficient to maintain him, his wife and young children, if any. That should be the unit of family to be considered, while granting the retirement benefit.

Now I come to the point, for how long a time a worker should get gratuity. Now the average age in India has gone more i.e., somewhere 35. I consider at the age of retirement, I should have 15 years' provision at my disposal on an average. How to work it out is a different thing. The average family should be considered as 2.5, for e.g. the man earning Rs. 100 should get Rs. 50 for 15 years and this should be an average of 30 years' service. It must be a lump sum. There is Government annuity also for 15 years and Government gives Rs. 25 for 15 years. That comes to Rs. 3,350. So for Rs. 50 it will be Rs. 6,700.

Now I should get Rs. 6,700 by whatever method either by way of pension or contribution to provident fund and gratuity. If there is no other benefit then pay me Rs. 6,700 as gratuity. If there is no other retirement benefit, I must get Rs. 6,700. But if there is provident fund to the extent of making up the deficit of gratuity at the end of 30 years, the balance I must get. If there is pension, say Rs. 25 then I only get Rs. 3,300. The idea must be social justice. I do not want to starve. By what method you give me is left to you. Provident Fund is there in a large number of concerns either introduced on their own or under the Act. I am not considering my own contribution that is coming out of my starvation. The employer's contribution is 6½ per cent. which comes Rs. 75 a year. But the employer's contribution and my contribution is not on the basis of 12 months. How much I lose in the whole collections of provident fund on an average is one month's privilege leave which I am entitled to get under Standing Orders, casual leave of 7 to 10 days, then the average sickness which I lose about 12 days. Then it comes to 52 days in all. I lose another 4 days because of working days being 308 and not 312 (26×12)—on the basis that I am to be paid for 26 working days for a month×12 months. The total comes to 56 days i.e. 2 months' wages I lose. Therefore, I contribute on an average Rs. 62.50 in a year. In 30 years I would be contributing Rs. 1,875 as provident fund, on which I am entitled to get interest. Now I may get about Rs. 1,100; 1.125 as interest at 4 per cent. Therefore, I may get about Rs. 3,000 only by way of employer's contribution, if it is applicable. My contribution may be considered for my other purposes, viz. marriage, construction of houses, etc., and not for retirement age. Now I am considering what should be the employer's contribution. So out of Rs. 6,700 I may get Rs. 3,000 by way of provident fund. The remaining Rs. 3,700 must come by way of gratuity. Now I am taking 100 rupees as my monthly total wage, which means the rate of gratuity is 1½ month's total wages roughly per year of service and not 15 days or one month's basic wage. It roughly comes to say 10 per cent. If we put in the pool of 10 per cent., then I get this. Therefore, you put an amount which will enable me to get Rs. 3,700 at my fag end. The rate must be 1½ month's for 30 years or you put in a pool so much amount every month, so that at the end of my period along with interest it comes to roughly Rs. 7,000, or you put 8 per cent. in my gratuity pool and whatever amount collected along with interest give me.

So that is the correct way of paying gratuity. Tribunals have stated that gratuity is payable only when the industry is stabilised and so on. In my opinion gratuity should not depend upon the financial position of the company. Because this is a human need and this is the burden to be borne either by the society or by the factory. During worker's service his flesh and blood is taken out of him. And when he becomes old he is asked to go. This should not be so. I am giving my full life in production and if you are not paying me sufficient wages for my old age, then it is your duty to put on my behalf something in the pool to enable me to pull on in my retirement life. Therefore, the Tribunals' decisions that financial capacity of the concern must be taken into consideration are not correct. In the case of superannuation retrenchment compensation is not there. Retrenchment compensation is payable only when the man is retrenched. Retrenchment compensation is not given even if a man is discharged. We cannot apply the same formula to mechanised industries. Unless the society's standard goes up and purchasing power goes up, these employees cannot get more. In all industries which are highly mechanised and industrialised, we are told in the Constitution that for taking the society to a living wage standard, you must accept the minimum wage. There is no scope in the present economy for getting a living wage unless we accept industrialisation. But why should we accept industrialisation if it cannot give me these benefits. The norms have been fixed for minimum wages at the National Conference. National average—70 per cent. agricultural labour, 5 per cent. is industrial labour and the rest is in other commercial and in Government offices. Clothing is fixed at 72 yards in a family. I do not know how he manages with it. If you calculate it, it comes more than 72. There is no cloth for underwears. Bidi is not a mechanised industry that is why the employees are paid a low wages. There is no machine. In mechanised industries the norms should be different. Now the norms will have to be higher than the mechanised industry, it should be on the basis of full pension and not half pension. Now Rs. 55 is the minimum wage in the sweated industry, while in the Textile Industry it is Rs. 117 to-day. Therefore, in sweated industries the basis should not again be half month per year. Otherwise it would work out to $\frac{1}{2}$ of wages= $\frac{1}{4}$ basic pay. If the industry cannot bear the burden of full gratuity or any part thereof, the burden should be shifted to the society. The burden maintaining the whole people must be shifted to the State, in the sweated industry. The cost should be borne by the other industries, which are mechanised and which have killed the sweated industries. For e.g., the Bidi Industry should be maintained by the Cigarette Industry. Industrialisation cannot be allowed to progress by killing employment. In piece rates, the burden is shifted from the employer to employees.

We are working all these on an average basis. We must evolve a method of security to be properly distributed. If the pool is properly distributed it will give proper social justice. Everybody should be taken care from the general pool by way of insurance, etc., and it should be so divided that at every stage, he gets something different. Now let us see how this work out and what it comes to—

Provident Fund	...	...	12½ per cent.
If gratuity is there, another	...	...	8 per cent.
Average contribution to Employees State Insurance.	...	...	4½ per cent.
Total comes to	...	...	25 per cent.
My contribution is	...	...	2½ per cent.
Total comes to	...	...	27½ per cent.

If all these are pooled together and no insurance is there, my total is 12 to 13 thousand rupees. A portion may be allowed for the life insurance, say Rs. 4,000. Certain amount say Rs. 4,000 may be allowed for contingencies like construction of houses, etc. and certain amount for pension. Rs. 4,000—5,000 may be allowed for pension. If he dies, the balance of amount should be given to his family. Up to his death or for 15 years whichever is high, he must get Rs. 50 per month. Insurance amount he will get in cash and the balance he will get by way of Rs. 50 pension for past services to be covered for pooling, the Government should put 2½ per cent. burden on industry. Generally in 30 years this will disappear. Norms may be decided and if it is to be norms, clause dealing with continuity of service will have to go for past service and Standing Orders will have to be revised accordingly.

There are some practical difficulties on the question of continuity of service. The old persons have broken their services. These Standing Orders have come recently. Standing Orders will have to be revised so as to treat the employment as continuous. Even then there may be a break of employment. Everybody in employment for 240 days will have to be made permanent.

Retirement Age—Then we come to the retirement age. In the Textile Industry the retirement age is 60 for female and it is 63 for males provided they are efficient at the age of 60 and continues efficient for 3 years. Very few will get the advantage. Age determination is a factor. In Textile Industry it is very difficult to find out the age of the worker. The workers in that industry do not know their age. There will have to be some test. The rule regarding efficiency at the time of retirement may be removed.

Where people suffer from occupational diseases, accident or hard work, special consideration may be given. Each industry will have to be considered on its own special features and other merits. Special diet may be given. In many cases, chemical factories give milk to their workmen. For this industry any age may be fixed.

Earned leave, Sick leave, Casual leave, Maternity leave, leave without pay—If conditions of work in the industry are improved? Leave is necessary from the point of his health, atmosphere of city life as well as the working life. One month's stay in the village is necessary. My objection to the whole leave aspect is that there is discrimination between the white collar and the manual labour. The white collar in the office without much exhausting gets a paid leave of one month, casual leave of 10 days and sick leave of one month, or so, and its accumulation and so on. There is no discrimination in the world except in this country. In foreign countries leave rules are the same from sweepers to Directors. There is no discrimination. If you want to maintain his efficiency and health after a long service, then you will have to give more leave. There are many workmen who have got nothing in their village. His connections with the village have been cut off due to land reforms. He has nothing to look back. He cannot leave the city, because there are no holiday houses, etc. For the Bombay City at least 30,000 holiday houses may have to be built. The holiday houses can be built 30-40 miles away. If the leave is to be effective for recouping his health, there must be rest houses. Otherwise the leave will be wasted. Industry must put back something, for general welfare, from their profits, for maintaining and improving national wealth and health. In the industrial concerns everything is an item of cost. Sick leave is now to-day in the larger number where the Employees State Insurance Scheme is working. The actual average is 10 days. Casual leave and earned leave can be combined together and accumulated. Now suppose if you do not want to enjoy casual leave, then it is lost. Therefore, there is a tendency to utilise the casual leave. Where the leave is not paid, the natural tendency is not to take that leave. If the casual leave is paid, which is there, then for genuine purpose I will utilise the casual leave. Another matter is, there is no accumulation. After all everything has to be worked on the cost basis. What does the employer lose? Nothing. Therefore, there should be full accumulation. Some percentage of my wages should go to my wages as far as paid leave is concerned. I am not taking sick leave for this example. If I have to get paid leave, the cost would be 15 per cent. Then why not put that 15 per cent. in the pool. If I do not enjoy that leave, a part of this pool can be utilised for my sickness because he really needs more paid leave during sickness and subsequently for rest and recouping health. The leave pool must be worker-wise. It will have to be left to a Joint Board or a statutory body to be managed. He should be allowed to draw something from this pool for his sickness.

The present maternity leave rate is to be revised. It is very low. She must get her full wages. It can be covered by insurance. Under the Employees State Insurance Scheme nothing extra has to be collected from anybody. Out of the present accumulation you can pay full. The Scheme is half from the worker and full from the employer. But to-day the workers are charged 2 per cent. and the employer is charged 1½ per cent. Employees State Insurance is big enough to pay full benefit. Rs. 16 crores are to-day lying with Employees State Insurance unused. Even the full benefit would be negligible. The whole total collection of the employer is less than the worker. Medical facilities to family can be given at no extra charge. I do not want any restriction as to accumulation because the whole industry's structure is cost structure. Accumulation could be allowed up to the pool being exhausted.

Leave without pay is only for special circumstances. Depending on circumstances on each case on reasonable basis.

Medical facilities are there under the Employees State Insurance Scheme. I would suggest that if the workers are to get real benefit out of the medical facilities, it should be a service system. Panel system does not work satisfactorily. Even in the service system there are so many formalities that have to be gone through for getting contribution under the Scheme. Many times the workers do not know what benefits they are entitled to get and how they will get them. There must be a guide to each centre. There must be a visiting guide also, appointed by Employees State Insurance Scheme. The Employees State Insurance Scheme should be decentralised. Lot of difficulties are experienced under the Employees State Insurance Scheme, where nothing gets solved quickly. Medical facilities must be extended to the families. The present attitude seems to be that the dispensary benefit will be given and not hospital benefits. No discrimination may be made between the family people and the insured person, except as regards the cash benefits. There are huge funds lying under the Scheme.

If the decentralised system is going to be a service system, you can utilise the mills' dispensary. The minimum facilities are there in each dispensary. The mills or factories do not want to give any medical aid in their dispensary for outsiders; that should not be there. The mills should give same benefits to all. The mill dispensary should be treated as Government dispensary. If they want to give more facilities, they may give. For specialised treatment workers have to waste time, because diagnostic centres are few. These Centres should be increased. And 10-12 such Centres could be combined in a local area at one place. There could be a miniature ward without hospital attached to it. Residential accommodation may be given to the Medical Inspector in the upstairs of the dispensary so as to attend to any urgent matters. Some arrangements may be made for rest at the Employees State Insurance cost. Convalescence houses must also be provided. There should be a nurse and a doctor attached to each house for observation. Workers should be allowed to take rest here. There should be a common kitchen attached to the rest-homes.

All these facilities can and must come from the huge Employees State Insurance Fund.

Promotion—Promotion has become a very naughty subject nowadays. It has been recognised that for proper industrial peace a well outlined method of promotion must exist. Ordinarily promotion must go by seniority and no other consideration should be there, unless by trial, the worker is found to be inefficient for the job. In the industries promotions are not like promotions in the office where superior calibre is required and where promotion cannot be made only by seniority. Most of the promotions are not of the supervisory cadre. Various occupations are such that workers on lower jobs can acquire the required skill to perform the higher job. Training in a higher job is inherent in the work on a lower job. A helper gets experience of a fitter by helping the fitter in his ordinary routine work. Why he should not be paid the last scale of the fitter?

Promotion must come automatically as a well defined system. Otherwise no incentive would be left to the workers. First seniormost must be given a trial. If he is found not fit, he may be withdrawn, then another senior man may be promoted. First priority must be given to the first senior person. We must stop mal-practices, favouritism, bribery and corruption and give fair trial to the worker. Therefore, there should be no discretion with the employer in such a matter as promotion. I do not want to accept trade test unless it is a joint test. We are not accepting any test which is unilateral. The worst part is that the promotion is regarded as an administrative matter and a managerial discretion and the Courts have held that they have no jurisdiction to decide the question of promotion. Now this attitude is worst. To-day except on the ground of victimization or *malafide*, the promotion issue cannot be raised as an industrial dispute. I have not been able to follow the Industrial Tribunals' decisions regarding promotions. They say that the management should implement the principles and if they do not, we are unable to do anything.

I mention the case of James Finlay & Co., Calcutta regarding promotion. Promotion is a regular dispute. Transfer may be a sudden victimization. If I prove, on individual merits it may be decided. But then I must be allowed to prove and a place to prove. Therefore, Courts must have jurisdiction.

Confirmation must be automatic in all permanent posts after the probationary period of 2 to 3 months. In 2 months the management must be in a position to find whether the worker is suitable for the work or not. If I am promoted to the higher post and if you do not find me suitable and proper for the post during the probationary period, I may be put back to my original post. Standing Orders will have to be changed so as to make permanency and automatic result and not depending upon the employer's sweet will to issue a permanent ticket when he wants.

Bonus—This is a controversial subject and its position even after the Supreme Court decision is not clear. In the initial stages the employers claimed that it is purely an *ex-gratia* payment and therefore no dispute can be raised and it cannot be adjudicated. Subsequently it was accepted that an industrial dispute can be raised for the claim for bonus. Then it was accepted that the workers are not getting the living wage and therefore, bonus is paid to the extent of the difference between the actual wage and living wage, and it became a valid industrial claim and therefore partakes the character of a deferred wage. The bonus, was earlier considered on industry-wise basis and not on individual unit's profits or losses. The employers first got an exemption from payment of bonus for loss-making units who cannot afford to pay out of the profit. It became clear to share the profits to make up the deficit between the actual wage and the living wage. It was considered as legal and was, therefore, given practically unconditionally. The Supreme Court decided that as bonus is not regularly paid, it was only a share of the profit and it is not a deferred wage. In another direction the Labour Appellate Tribunal Formula was applied to share the profits and in that after priorities were fixed, they say the balance from the residue, bonus should be paid. In practice ultimately two limitations developed, even for the residuary viz., (1) That keeping something even out of the residue and (2) that bonus must not be too much out of proportion with the surrounding industries' bonuses. It is a very vague reference that even in the residuary surplus, the industry and shareholders should get something but in practice they practically gave the whole of surplus to them as bonus unless it was too much out of proportion to the surrounding industries. Then came the Supreme Court judgment where they did not touch this particular aspect. But in subsequent judgments by that very bench they say that even from the residuary they must share between the industries, labour and shareholders. Ultimately in one case, out of 24 lakhs residuary surplus, they paid only 6 lakhs as bonus to workers and 18 lakhs to the industry, by actually reducing half a month's bonus from the bonus already awarded by the lower tribunal. This short history of bonus is only to show on what basis labour stood and we do not know where ultimately it will end. The so called Labour Appellate Tribunal formula is fundamentally at variance with the principles of social justice.

As early as in December 1947, there was an Industrial Truce and labour was assured of a fair deal. The fair wages Committee was appointed, in pursuance of that Truce resolution and subsequently, I think, Profit Sharing Committee was also appointed. The recommendations of these Committees were never implemented and these reports are lying in shelves.

Let us see what is the nature of profits. I am only taking the very broad aspects. I am not going into minute details. Now the profits are of two nature, one is earned profits and another is unearned profits. For the industry earned profits have one aspect. The industry and labour can have no claim on the unearned profits. Unearned profits are those which accrue due to the factors beyond the control of the Company and by paying workers much less than what are the fair and proper dues. Secondly the prices of raw materials are

reduced or of finished products are increased. This results in more profits. The industry has not contributed to these profits.

The profits may also go up and down because of the competition. What is the industry's contribution to the profits? Most of the profits are secured only because workers are not given their fair dues. All other articles which go in the cost of manufacture to make up the high prices every body demands their price. For e.g. the coal merchant will not sell coal at less than the market price which includes proper profits. Same can be said of other things such as power, cotton, chemicals, etc. Each one of these factors require fair price otherwise the merchants would not sell their commodities. It is only in the case of worker that his labour is purchased at a lower price than what is proper and fair. This is so because of higher supply and not being well organised. The position may be changed because of the collective bargaining. Till now there was no yardstick for deciding what is the fair price of labour. Though minimum wages were defined in the Fair Wages Committee Report, there was dispute on the computation of these wages. But at the 15th Labour Conference, how the minimum wages should be calculated has been clearly agreed. Now this is an agreed basis of minimum wage. A living wage is the fair price of the workers. But even assuming that the minimum wage as agreed at the 15th Labour Conference at Nainital is fair price of labour for the most unskilled worker and if the differentials of other class of workers are also fixed so to satisfy the needs of the other class of workers for their higher skill and so on, on a minimum basis and the differentials fixed on the whole structure to satisfy the various classes of workers, the whole structure becomes a minimum wages structure. If the wages are minimum, for all occupations the whole wage structure is a minimum wage structure. Therefore at least to the extent of workers getting the minimum wages on the basis of this minimum wages structure, workers have a prior claim on the profits. And because the employers are getting the profits by paying less wages to the labour, to the extent the profits go to make up the difference between the actual wage and living wage, nobody else can have a claim on the profits except workers. Therefore, it is not a profit sharing, it is a deferred wage. Because whenever the wage question is raised, the employers say that the market is fluctuating. Therefore we are paying the minimum wage. Having accepted this basis or even the minimum wage basis for wage fixation, seeing the condition of the industry, anybody may say that wages are fixed depending upon the industry and not on what are my fair requirements. In the old age people were at least honest. We are told in theory that workers must be paid minimum wages, no matter what is the position or capacity of the industry. But all these big principles are ultimately applied only to the basic wage. On paper we are given justice, but in practice, it is not given. It is also decided that the total pay packet should be within the capacity of the industry. So no justice is being given. In the 15th Labour Conference agreement there is another loophole i.e. that if this minimum wages as agreed cannot be given, then the adjudicators must give reason and substantiate why they cannot award those minimum wages. They will always say that the industry has no capacity. Therefore, my main submission is that it is not, social justice to ask a worker to work on less wages because of the fluctuating position of the industry and then say there are no profits. It is wrong. Therefore, until a worker is first paid living or fair wage which is the price of the worker's labour, there cannot be any distribution from the profits. If there are profits even beyond going this, i.e. beyond meeting my minimum needs, what I am told is that 'Oh'! we are equal sharers in the industry. But what is the actual practice. The formula evolved says that pay to the industry all its fair needs, 6 per cent. free of tax on all capital, 2 per cent. on working capital, full depreciation, rehabilitation and out of the balance pay to industry, capital and the labour. We become equal partners in the end and not equal partners from the start. After paying my price I do not want to be a partner. Till I am not getting the living wage, I do not want to be a sharing partner. I will never ask bonus if I get a living wage. I will become a partner and also take the losses on my shoulder, provided the management gives me the living wage. I do not want to share the mismanagement. Minimum wages may be Rs. 8 per point and living wage may be Rs. 14 per point, approximately. Therefore, I will also accept losses provided I also manage. I do not want to be a shareholder only for raising hand. I want to be a partner of the industry.

Now what are the priorities fixed? Now going back again to formula 6 per cent. divided in the formula is on share capital—good, bad, everything—whether it is basic share capital or bonus share, 5 per cent. preference-share, the return must be 6 per cent. The prior charge of the industry is unrelated to the actual reality. They say that industry must be given 6 per cent. on the share capital. Share capital may be all preference share fixed preference shares at 5 per cent. Again they say it should be after paying taxes on it. Actually the share holders may even get rebate on tax if he is not a tax payer or his personal rate of tax may be lower. Even then the dividend is to be 6 per cent. after tax. How will it work? It comes to 10 per cent. or even more. This is much more than a fair return. Now take the second charge the formula says 2 per cent. to 4 per cent. on working capital. It is company's money used in business. Therefore, fundamentally we are opposed to any return on Company's money accumulated out of past profits on which tax is already paid. It is not outside money. Forget for the moment that there are any reserves. They will bring money from outside and will pay 6 per cent. as interest and invest their money in Bank or somewhere else and they will get 4 per cent. Therefore the loss to the industry is 2 per cent. The formula says 2 per cent. to 4 per cent. free of income-tax. But the Company gets advantage only 2 per cent. All these loans are subject to tax because these are incomes. Here there are free of income-tax. The second aspect is that there are two types of employers. The man who has no interest in the industry, gets 6 per cent. because he converts the reserves into capital and over-capitalises. It is not fair to give one man 6 per cent. and another man who acts more for the benefit of the industry gets less than 6 per cent. What is the fair return for the Company is one of the questions. If we do not allow the industry to pay more dividends, 6 per cent. is minimum. The prices of the share goes up and you will have to pay more dividends. The company's pocket is not increased at all because of these dividends. It does not go to the Company. Our need of the country is to expand the industry. If you do not pay excess dividend the whole money will come to the company. The third thing is the interest

on reserves used as working capital. Why don't you utilise this for rehabilitation, modernisation, etc. The return which you are getting can be used for rehabilitation, etc. It cannot be a free gift. They say that we must get this and also for rehabilitation, etc. They say for rehabilitation they must get all from the profits. It is, therefore, their responsibility to keep the machinery tidy and clean. But they are not utilising it for rehabilitation. See their past performance. You are giving rehabilitation to that industry which has a record of having frittered away huge profits by paying extra dividend and bonus shares. 18 to 20 per cent. dividend is paid in certain industries. That is why they have no money for rehabilitation. They want to rehabilitate the industry by decreasing the amount of bonus and when the crisis come like depression in textile and so on—they actually go on paying dividends and then say that they have not got anything for rehabilitation. Therefore ultimately the industry becomes dilapidated by such mismanagement. The industry is built at workers cost, consumer's cost and under Government protection. It is not built by the shareholders. That is why we are against this rehabilitation. What is rehabilitation—nobody knows. Whatever parts have gone out of order, the employer must repair them and must not throw away the machineries. As our industries are mostly consumer industries, we must meet our demands. India is a poor country. We cannot afford luxury. Therefore, all these ideas are against the principles of social justice. I fail to understand how depreciation becomes a reserve. You have to prove that it is actually used as working capital. They say depreciation is entirely different if it is used on the working capital. Depreciation is an item of cost. You give to the industry a certain amount as a wear and tear and i.e. is the depreciation idea. 15 per cent. of that amount cannot build the machinery. Therefore you are allowed to accumulate it till you purchase new machinery, you must reduce the block in the balance-sheet. Therefore depreciation will not be a reserve. It is an item of cost and cannot earn interest. It is against the block. It may be that at the start of a concern the machinery may have been purchased partly from capital and partly from loans. But afterwards if every year depreciation is taken out from profits it will have to be shown against the block and to that extent the capital or loan which is sunk in the block will be released. So that depreciation can never be said to be a free reserve. It is a wrong notion to say that it is free. Therefore it cannot again earn a return. Rehabilitation must not be decided merely by the idea of replacement of old machine by new machine. It must be decided by the technical hands. Real assessment of the cost must be found out. Because of wear and tear, the machinery has become unproductive or less productive, uneconomic or unremunerative and it could not stand the market competition. For expansion, you must bring your own money because you want to go beyond the market. Is it fair to take the whole requirement of modernisation from the present workers and give the advantage to the future generation. I earn the profits and the future generation gets the benefit. Why take all the advantage from me. Why not take some part from the future generation. Now employers straightaway gets advantage from the rehabilitation. Again after these the workers are only sharers. This is unfair treatment. Up to the stage that bonus makes up the difference between actual wages and fair wages, bonus should be regarded as an item of cost and wages. After depreciation the whole amount is taxed. The final balance is drawn after payment of taxes. This is unfair and unjust formula and the Supreme Court say it is worthwhile. I do not know on what proof it has come to this judgment. The only conclusion of the Supreme Court is that because there are no appeal before it, it is presumed that the workers are satisfied. It is not correct. Therefore this is a wrong presumption by the Supreme Court there is to be something, some better formula is to be evolved. The legislature can decide the other approach and other method. This is a part of legislation. Norms Committee must decide the new approach. My formula is given as under :—

सत्यमेव जयते

1. After the managing agents' commission, you get the profits. Pay us 1/3 of the gross profits after minimum wages and 2/3 to the industry between the shareholders, company, depreciation and taxes, everything, subject to the upper limit of the living wage of the lowest workers.

2. If you want me to be an equal partner, then make me a partner at each stage. Immediately out of the profits, make up the deficits between my actual wages and minimum wages. Then out of the balance of profits take dividend. After paying my minimum wages, if still there is balance, then after taking depreciation pay me an additional 5 per cent. of my total earned wages during the year. If after that there is balance, the Company should take 6 per cent. by way of dividend. Still if there is a balance after paying this dividend, then I should get 10 per cent. as additional bonus, 2 per cent. to 4 per cent. depending upon the industry pay on the reserves along with the taxes. Everything is additional. This you may charge on other depreciations after 15 per cent. First depreciation is normal. Out of the balance after paying these depreciations, pay me 20 per cent. of my wages. If still there is a balance, the company may charge rebate and out of the balance pay me up to 25 per cent. Then after 25 per cent. again share as 1/3 and 2/3 to workers and company. You may interchange the priorities after the first normal depreciation. The whole idea is that I am an equal partner. These are apart from the Labour Appellate Tribunal formula—two different approaches. In Textile Industry the average wage of a worker is Rs. 140. The Industry-wise can apply to Textile Industry only, but it cannot be workable in the non-textile industry. In that case we will have to take unit-wise”.

Recognition of Union—It is a very knotty point. What should be the consideration for the recognition has also a voluntary part. It all depends upon the attitude of the employers. If you make it legally compulsory as Bombay Act, then the industry must have a certain level of behaviour. If before that you make it compulsory, then it may not work so well because employers will say that I recognised you. They will sit, talk and listen and send you away, without any results. Therefore the principal conditions of recognition is a well organised union of workers and a well organised body of employers who can deliver the goods even on a recalcitrant employer. The employers must also be in a position to deliver the goods. There must be a written understanding between the employers' organisation and the workers' organisation that whatever is agreed will be carried out by respective members. Up to

you can force the employer or the union to do a certain thing. But if the Union is not in a position to do certain things, then no Law can force effectively to accept certain rules of code of behaviour. As far as the union side is concerned what should be the minimum thing which the union should accept to demand and assert the recognition. (1) The union must have a minimum stability. At Nainital it has been accepted as one year's standing. (2) The sword of derecognition should not be kept hanging continuously and therefore minimum period of recognition should also be there. If once recognised, the union should not be disturbed at least for a minimum period—say, at Nainital it is agreed, 2 years. (3) While granting recognition regular paying membership should be the criteria and no other criteria should be there. (4) The employer should not be permitted to play one union against the other and within this limit he can deal with other union, but cannot use the other union for killing the first union. (5) The limits of matters be dealt with the other union may be decided. In any case collective agreements must be made with the recognised union, selected at the time of recognition on the basis of highest membership union among the existing unions, accepting certain code of standard and whose membership should not be below the certain minimum which at present, it is considered as, 15 per cent. But this 15 per cent, may be progressively raised as the workers become accustomed to organisation and become more and more organised. (6) All agreements reached between the employer and the union must have a binding effect on all and not only on the members of the union, except for the purpose of certain offences, for which either the employer and its representatives and the union or its representatives should be held responsible. The benefits and the liabilities of the agreements should be binding on all. (7) The membership fee of the union should not be less than 4 As. or a quarter per cent, of their monthly wage, whichever is higher. (8) No union can be de-recognised except for serious offences against the normal accepted code of behaviour or conduct. (9) The employers should not interfere in the legitimate activities of the union in the premises for which a definite understanding and method of work should be evolved. (10) We are against the non-members to decide the fate of the union. The union must be a membership union and responsible body. No secret ballot for recognition. The membership subscription must be minimum. The membership must not be collected retrospectively. The membership is collected inside the premises. Gate collection is a show. Complaints about forced membership can be looked into. For strike ballot should be taken. No yearly collection of subscription. Collection must be at the pay table.



APPENDIX VIII.

Leave.

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.				Reference
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.	
1	2	3	4	5	6	7	8	9
A								
1	A. B. Tarkar Metal Factory	.. Workmen (excluding Clerks)	Bombay	.. 3 days paid	..	....	....	Award in Ref. (IT) No. 204 of 1956, dated 18th November 1957 (unpublished).
2	A. C. Talkies	..	Poona	.. 7 days with full pay. 21 days * with full pay—Acc: 60 days.	..	14 days with full pay—Acc: 6 months	....	R. G. G., Part I-L, dated 14th August 1958, p. 3944.
3	Abbasbhoy Abdulhusen Kaka	.. Workmen	Bombay	.. 7 days	.. As per Factories Act.	....	....	B. G. G., Part I-L, dated 15th February 1951, p. 904.
4	Abdeally Shamsuddin & Co.	.. Workmen	Bombay	.. 4 days with full pay	....	....	....	Settlement, dated 20th January 1958
5	Ahura Chemical Products Private Ltd.	.. Workmen	Bombay	.. 4 days with full pay and Dearness Allowance.	....	....	....	Settlement, dated 5th March 1957.
6	Acme Bobbins and Shuttles Ltd.	.. Workmen	Bombay	.. 7 days with pay	....	....	....	B. G. G., Part I-L, dated 18th November 1954, p. 3121.
7	Acme Manufacturing Co. Ltd.	.. Workmen (Daily rated).	Bombay	.. 7 days with half wages and full D. A.	....	7 days with half wages and full D. A.—Acc: 42 days.	....	B. G. G., Part I-L, dated 30th April 1953, p. 978.
8	Acme Printers (India) Ltd.	.. Workmen	Bombay	.. 7 days with full pay and D. A.	.. 15 days with full pay and D. A.—Acc: 45 days.	....	....	Settlement, dated 2nd March 1957.
9	Adams-Wylie Memorial Hospital	.. Workmen	Bombay	.. 20 days with full pay and D. A.	.. 30 days with full pay and D. A.—Acc: 120 days.	21 days with full pay and D. A.	Maternity Leave 2 months.	Settlement, dated 29th March 1957.

* for 11 months' employment.

APPENDIX VIII—*contd.*

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave					Reference
				Casual Leave.	Privilege leave.	Sick leave.	Other type of leave.		
1	2	3	4	5	6	7	8	9	
10	Adarsh Dogdh Mandir	.. Workmen	Bombay	....	....	14 days with pay ..	....	Settlement, dated 20th September 1956.
11	Aditya Mudranalaya	.. Workmen	Ahmedabad	7 days	..	7 days—Acc. 21 days	....	B. G. G., Part I-L, dated 25th September 1958, p. 4562.
12	Adrema Limited	.. Workmen	Bombay	7 days with full pay	14 days with pay ..	....	....	Settlement, dated 20th September 1957.
13	Advance Talkies	.. Workmen	Ahmedabad	7 days with wages..	....	7 days with full wages—Acc. 21 days	....	B. G. G., Part I-L, dated 17th March 1955, p. 812.
14	Ahmedabad Advance Co-operative Supply Society Ltd.	Hotel Workers	Ahmedabad	....	As per Factories Act	....	....	Settlement, dated 14th April 1952.
15	Ahmedabad Jayabharat Mills Employees Credit Co-operative Supply Society Ltd.	Canteen Workers	Ahmedabad	....	15 days with Wages.	....	....	Settlement, dated 16th June 1952.
16	Ahmedabad New Cotton Mills Co-operative Supply Society Ltd.	Hotel Workers	Ahmedabad	....	As per Factories Act	....	....	Settlement, dated 2nd June 1952.
17	Ahmedabad New Textile Mills Consumers Co-operative Credit Society Ltd.	Workmen	Ahmedabad	....	13 days leave with wages.	....	....	Settlement, dated 6th May 1952.
18	Ahmednagar Cantonment	.. Workmen	Ahmednagar	....	....	....	Maternity leave 8 weeks.	Settlement, dated 8th February 1958.
19	Ahoora Photo-Engraving Co	.. Workmen	Bombay	7 days with full pay and D. A.	....	7 days with full pay and D. A.—Acc. 42 days.	....	B. G. G., Part I-L, dated 11th June 1953, p. 1296.
20	Ahmedabad Victoria Iron Works Co. Ltd.	.. Workmen	Ahmedabad	7 days with full wages.	....	7 days with full wages—Acc. 14 days.	....	Award in ref. (IT) No. 135 of 1956, dated 18th November 1957 (Unpublished).
21	Air Conditioning Corporation Ltd.	.. Workmen	Bombay	5 days with full wages and D. A.	According to Factories Act.	....	....	Settlement, dated 28th August 1956.

22	Alka Talkies	..	..	..	Workmen	..	Poona	..	7 days	..	21 days with pay ..	14 days—Acc. 180 days.	....	Settlement, dated 3rd February 1959.
23	Albert Printing Works	..	..	..	Workmen (excluding Clerks).	..	Bombay	..	....	..	1 day's leave with wages for 14 days of actual work—Acc.—42 days.	....	....	B. G. G., Part I-L, dated 10th February 1955, p. 420.
24	Alcock, Ashdown & Co., Ltd.	..	..	..	Workmen	..	Bombay	..	....	..	....	....	21 days leave without pay.	B. G. G., Part I-L, dated 18th October 1956, p. 4065.
25	Alcock, Ashdown & Co.	..	..	..	Workmen (Daily rated).	..	Bombay	..	....	..	Existing practice—15 days, i. e. to continued—Acc. up to 30 days.	....	....	B. G. G., Part I-L, dated 28th June 1951, p. 3177.
26	Almbic Chemical Works, Co. Ltd.	..	..	..	Workmen	..	Baroda	..	7 days with full pay and D. A.	..	16 days with full pay and D. A.—Acc.—32 days.	17 days with full pay and D. A.—Acc. 14 days.	.....	Settlement, dated 11th December 1956.
27	Almbic Chemical Works, Co. Ltd.	..	..	..	Workmen (other than staff members).	..	Baroda	..	7 days with full pay and D. A.	....	....	7 days with full pay and D. A.—Acc. 21 days.	....	B. G. G., Part I-L, dated 25th September 1958, p. 4596-97.
28	Alexandra Cinema	..	..	..	Workmen	..	Bombay	..	7 days with full pay and D. A.	..	21 days with full pay and Allowances—Acc. 63 days.	14 days with full pay and D. A.—Acc. 42 days.	....	Settlement, dated 27th August 1956.
29	Alfa Engineering Works	..	..	..	Workmen	..	Bombay	..	7 days with wages	....	....	....	Leave without pay 15 days.	Settlement, dated 3rd October 1955.
30	Alfred Talkies	..	..	..	Workmen	..	Bombay	..	7 days with full pay and D. A.	..	21 days with full pay and D. A.—Acc: 63 days.	15 days with full pay and D. A.—Acc: 45 days.	....	Settlement, dated 9th September 1957.
31	Allibhoy Sharafally & Co., Ltd.	..	..	..	Workmen	..	Bombay	..	....	..	30 days inclusive of C. L. Acc. 90 days.	7 days with full pay and D. A.—Acc. 42 days.	....	B. G. G., Part I-L, dated 6th April 1950, p. 1473.
32	Allwin Talkies	..	..	..	Workmen	..	Kalyan	..	7 days with full pay	..	20 days with full pay—Acc. 40 days.	15 days with pay (full)—Acc: 30 days.	....	Settlement, dated 10th February 1958.
33	Amagamated Chemical Dyestuffs Co., Ltd.	..	..	..	Workmen	..	Bombay	..	7 days with pay and D. A.	..	15 days with pay and D. A.	7 days with pay and D. A.	....	B. G. G., Part I-L, dated 24th November 1949, p. 1964.

APPENDIX VIII—contd.

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.					Reference.
				Casual Leave.	Privilege leave.	Sick leave.	Other type of leave.		
1	2	3	4	5	6	7	8	9	
34	Amarchand & Mangaldas	.. Workmen	.. Bombay	.. 10 days with full pay.	.. 21 days with pay ..	.. 10 days with full pay—Acc: 20 days.	....	Settlement, dated 19th April 1958.
35	Amarsinhji Mills, Ltd.	.. Clerical staff	.. Wankaner	..	.. One month with full pay & D.A.—Acc. 3 months.	.. One month with half pay 12 months in all during the whole period of settlement.	....	B. G. G., Part I-L, dated 26th June 1958, p. 3235.
36	Ambalal Pitambaras	.. Workmen	.. Ahmedabad	.. 1 week with wages.	..	.. 1 week with wages—No. Acc.	....	B. G. G., Part I-L, dated 24th July 1952, p. 2478.
37	Ambalal Shirlal	.. Workmen	.. Ahmedabad	.. 1 week with wages.	..	.. 1 week with wages—No. Acc.	....	B. G. G., Part I-L, dated 24th July 1952, p. 2478.
38	Ambica Metal Works	.. Workmen	.. Ahmedabad	.. 7 days with wages.	..	..	....	Settlement, dated 19th February 1958.
39	Ambica Mills No. 3, Consumers Society.	.. Co-operative Workmen	.. Baroda	..	.. As per Factories Act.	..	....	Settlement, dated 22nd November 1956.
40	American Express Bakery	.. Workmen	.. Bombay	.. 5 days	.. 10 days —Acc: 20 days.	..	....	Settlement, dated 4th August 1955.
41	Anrutlal & Co.	.. Workmen	.. Bombay	.. 2 days with pay ..	..	..	....	Settlement, dated 10th July 1956.
42	Anand Niwas Guest House	.. Workmen	.. Ahmedabad	.. 7 days with wages.	..	.. 7 days with wages—Acc. 21 days.	....	B. G. G., Part I-L, dated 27th September 1956, p. 3529.
43	Anandji Haridas & Co., Private Ltd.	.. Workmen (excluding Clerks).	.. Bombay	.. 7 days	..	..	....	Award in ref. (IT) No. 194 of 1956, dated 2nd September 1957 (unpublished.)
44	Anant Studio Press	.. Workmen	.. Bombay	..	.. 21 days with full pay.	..	....	Settlement, dated 14th November 1957.

45	Anderson Datta & Co.	..	..	Workmen ..	Bombay	..	....	1 day for every 20 days of work— Acc. 30 days.	....	....	Award in Ref. (IT) No. 146 of 1956, dated 31st May 1957 (unpublished).
46	Anil Starch Products Ltd	..	..	Workmen ..	Ahmedabad	..	7 days with full wages and D. A.	....	7 days with full pay— Acc. 21 days.	....	B. G. C., Part I-L, dated 5th August 1954, p. 2024.
47	Aniline Dyes and Chemicals Co.,	..	..	Workmen ..	Bombay	..	7 days.	....	....	....	Settlement, dated 19th November 1956.
48	Ankleshwar Municipality	..	..	Workmen (Safai Kamdars).	Ankleshwar	..	Same as enjoyed by other employees of the Municipality.	....	....	8 weeks maternity leave.	B. G. C., Part I-L, dated 28th March 1957, p. 1731.
49	Apollo Mills Ltd.	..	..	Head Office staff.	Bombay	..	10 days	....	....	....	Award in Reference (IT) No 137, of 1957 dated 1st May 1957 (unpublished).
50	Arc Brazier	..	..	Workmen ..	Bombay	..	4 days with full pay— and D. A.	....	....	....	Settlement, dated 11th January 1956.
51	Arc Brazier	..	..	Workmen ..	Bombay	..	7 days with full salary. For service below 5 years 15 days; for service of 5 years and more 18 days with full salary—Acc. 2 years leave.	....	....	....	Award in Reference (IT) No. 20 of 1958, dated 15th November 1958 (unpublished).
52	Army and Navy Stores Ltd	..	..	Workmen ..	Bombay	..	7 days with full pay and D. A.	14 days for service less than 5 years, 20 days for service 5 to 20 years, 30 days for service over 20 years— Acc. 28, 40 and 60 days respectively.	21 days on half pay and D. A.—Acc. 42 days.	....	B. G. C., Part I-L, dated 5th October 1950, p. 4511 and 12.
53	Aruna Mills Co-operative Supply Society Ltd.	..	..	Hotel workmen	Ahmedabad	..	As per Factories Act	....	....	....	Settlement, dated 2nd June 1952.
54	Arvind, Ashok, and Aruna Mills Hospital.	..	..	Hospital Staff.	Ahmedabad	..	7 days with full pay and D. A.	30 days with pay and D. A.—Acc. 90 days.	15 days with half pay and D. A.— Acc. 90 days.	....	Settlement, dated 26th September 1956.

APPENDIX VIII—*contd.*

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.				Reference
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.	
1	2	3	4	5	6	7	8	9
55	Arvind Mill Hospital	.. Workmen	Ahmedabad ..	7 days with full pay.	30 days with pay and D. A.	....	Maternity leave under Bombay M. B. Act, 1929.	Settlement, dated 26th September 1958.
56	Arvind Mills Co-operative Supply Society Ltd.	Hotel Workmen.	Ahmedabad ..	....	As per Factories Act.	....	....	Settlement, dated 2nd June 1952.
57	Arvind Mills Co-operative Supply Society Ltd. (Canteen).	W o r k e r s employed in Canteen.	Ahmedabad ..	7 days with full wages and D. A.	....	7 days with full wages and D. A.—Acc. 21 days.	....	B. G. G., Part I-L, dated 9th October 1958, p. 4839.
58	Asarva Bobbin works	.. Workmen	Ahmedabad ..	7 days with full wages.	As per Factories Act.	7 days with full wages, Acc. 14 days.	....	B. G. G., Part I-L, dated 25th April 1957 p. 1967.
59	Ashok Bros.	.. Workmen	Ahmedabad ..	7 days with wages.	....	7 days with wages..	....	Settlement, dated 18th July 1958.
60	Ashok Nut Bolts Industries	.. Workmen	Bombay ..	7 days with pay ..	As per Factories Act.	....	....	Settlement, dated 28th August 1956.
61	Ashok Paper Box Manufacturing Co.	.. Workmen	Bombay ..	4 days with full pay.	As per Factories Act.	....	....	Settlement, dated 5th November 1957.
62	Ashok Talkies	.. Workmen	Ahmedabad ..	7 days with wages..	....	7 days with full wages,—Acc. 21 days.	....	B. G. G., Part I-L, dated 17th March 1955, p. 812.
63	Ashta Municipality	.. Workmen	Ashta (Sangli)	As per B. C. S. Rules.	....	....	....	Settlement, dated 4th April 1955.
64	Asian Industries Stone Crusher	.. Workmen (Excluding Clerical Staff).	Poona ..	....	....	7 days with full pay and Allowances—Acc. 21 days.	Maternity leave as per B. M. B. Act.	B. G. G., Part I-L, dated 31st January 1957, page 524-25.
65	Asiart Printers Ltd.	.. Workmen	Bombay ..	4 days.	....	....	....	Settlement, dated 25th April 1957.
66	Asoka Mills Co-operative Supply Society Ltd.	Hotel workmen	Ahmedabad ..	....	As per Factories Act.	....	....	Settlement, dated 2nd June 1952.

67	Associated Advertisers and Printers Ltd.	..	Workmen	..	Bombay	..	..	30 days inclusive of C. L.	7 days with full pay and D. A.	....	B.G.G., Part I-L, dated 15th December 1949, p. 2271.
68	Associated Apparel (Pvt.) Ltd.	..	All workmen	..	Bombay	..	7 days with pay and D. A.	....	....	.....	Settlement, dated 9th July 1956.
69	Associated Cement Companies Ltd.	..	Clerical Staff	..	Bombay	..	Existing practice of 10 days to continue.	....	Existing practice of 21 days to continue.	....	B.G.G., Part I-L, dated 12th July 1951, pp. 3359.
70	Associated Electrical Industries (India) Ltd.	..	Clerical Staff	..	Bombay	..	10 days with full pay and D. A.	1 month—Acc: 50 days.	7 days with full pay and D. A.—Acc: 42 days.	....	B.G.G., Part I-L, dated 23th January 1951, p. 397-98.
			Subordinate staff permanent or probationary.		Bombay	..	10 days with full pay and D. A.	Following fractions of the period spent on duty—First 10 yrs. 1/20, Next 10: 1/18, After 20: 1/15—Acc. 42, 60 and 75 days respectively.	7 days with full pay and D. A.—Acc: 42 days.	....	....
71	Associated Motors Ltd.	..	Workmen	..	Ahmedabad	..	5 days with full pay	....	7 days with half pay.	....	Settlement, dated 23rd November 1954.
72	Athenaeum Press	..	Workmen	..	Bombay	..	7 days	As per Factories Act, 1948.	7 days with full pay and D. A.—Acc: 42 days.	....	B.G.G., Part I-L, dated 12th January 1950, p. 194-95.
73	Atmaram Hirdas	..	Workmen	..	Ahmedabad	..	1 week with wages..	....	One week with wages—No. Accn.	....	B.G.G., Part I-L, dated 24th July 1952, p. 2478.
74	Aurangabad Mills Ltd.	..	Head Office Staff.	..	Bombay	..	10 days with full pay and allowance.	30 days with full pay and Allowance—Acc: 60 days.	15 days with full pay and allowance—Acc: 60 days.	....	B.G.G., Part I-L, dated 4th February 1954, p. 224.
75	Auto Cars Ltd.	..	Workmen, Peon, Watchmen and Drivers.	..	Bombay	..	10 days	15 days—Acc: 45 days.	8 days—Acc: 40 days.	.....	B.G.G., Part I-L, dated 5th November 1953, pp. 2560-61.
76	Avery Co. of India Pvt. Ltd.	..	Workmen	..	Bombay	..	7 days	5 yrs. 21 days, 6 years or more 28 days—Acc: 42 days and 56 days respectively.	15 days—Acc: 60 days.	.....	Settlement, dated 25th October 1956.

APPENDIX VIII—contd.

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.					Reference.
				Casual Leave	Privilege leave.	Sick leave.	Other type of leave.		
1	2	3	4	5	6	7	8	9	
77	Ayurvedic Vidyalaya Sanstha ..	Nurses, Clerks, Lab. Technician and Compounders. Dressers, Dais, Aynas, Cooks, Ward-boys, Sweepers, Peons, Watchmen etc.	Ahmednagar..	10 days	.. 20 days—Acc : 75 days.	10 days—Acc : 20 days.		Settlement, dated 20th March 1959.	
				10 days	.. 20 days—Acc : 60 days.	10 days—Acc : 20 days.			
78	Ayurvedic Seva Sangh ..	Workmen ..	Nasik ..	..	.. As per Factories Act.	....	Maternity leave as per B.M.B Act.	Settlement, dated 17th August 1957.
<div>B</div>									
1	B. R. Harman & Mohatta (India) Ltd.	Workmen at Colaba Work-shop.	Bombay ..	7 days	..	....		B. G. G., Part I-L, dated 17th March 1955, p. 794.
2	B. Rich Muller & Co. ..	Workmen ..	Bombay ..	4 days with pay ..	..	....		Settlement, dated 25th August 1955.
3	Bagioha Mills Co-op. Supply Society Ltd.	Hotel Workmen.	Ahmedabad.	..	13 days	..		Settlement, dated 13th May 1952.	
4	Balasinar Municipality ..	Safai Kamgars	Balasinar ..	15 days with full pay and D. A.	30 days with full pay and D. A.	....	Maternity leave as per B.M.B. Act.	B. G. G., Part I-L, dated 27th May 1954, p. 1323.
5	Baldevdas Shankarlal ..	Workmen ..	Bombay ..	..	According to Factories Act, 1948.	7 days with full pay and allowance.		B. G. G., Part I-L, dated 16th February 1950, p. 511.
6	Balmer Lawrie & Co. Ltd.	Bombay Office staff.	Bombay ..	7 days with full pay and allowance.	30 days on full pay and allowances—Acc : 60 days.	15 days with full pay and allowances and 15 days with half pay and allowance.	....	B. G. G., Part I-L, dated 21st May 1953, p. 1159-60.
7	Balmer Lawrie & Co. Ltd.	Workmen ..	Bombay.	....	....	....	One month's leave without pay.	Settlement, dated 6th April 1955.



8	Bandra Municipality	..	..	Workmen in the Central Accounts and other Departments.	Bandra (Bombay)	....	As per Municipal Service Regulations, as from 15th April 1950.	....	B. G. G., Part I-L, dated 5th April 1951, p. 1550.
9	Bandra Municipality (Khar and Santacruz included)	..	..	Workmen	Bandra (Bombay)	....	30 days—Acc: 90 days.	Less than 10 years' service: 2 years in all. 10 years or more service: 3 years in all.	B. G. G., Part I-L, dated 30th March 1950, p. 4391.
10	Bandra Municipality	..	..	Workmen the K. B. B. Hospital and Sir C. J. R. Dispensary.	Bandra (Bombay)	....	30 days—Acc: 90 days.	Less than 10 years service: 2 years in all. 10 years or more service: 3 years in all.	B. G. G., Part I-L, dated 30th March 1950, p. 1375.
11	Bandra Talkies	..	..	Workmen	Bandra (Bombay)	7 days with full pay and D.A.	21 days with full pay and allowances—Acc: 63 days.	14 days with full pay and D. A.—Acc: 42 days.	B. G. G., Part I-L, dated 13th May 1954, pp. 1160-61.
12	Baroda Board and Paper Mills Ltd.	..	..	Workmen	Ahmedabad	7 days	....	7 days—Acc: 21 days.	B. G. G., Part I-L, dated 18th September 1958, p. 4485.
13	Baroda Borough Municipality	..	..	Workmen	Baroda	....	....	Maternity leave of 6 weeks with full pay and D. A.	Settlement, dated 15th April 1959 (Case No. 27/58).
14	Baroda Borough Municipality	..	..	Workmen	Baroda	....	....	Maternity leave of 6 weeks with full pay and D. A.	Settlement, dated 15th April 1959. (Case No. 20/58).
15	Baroda Borough Municipality	..	..	Workmen	Baroda	....	....	Maternity leave with pay for 4 weeks according to the Harijan Awards.	Settlement, dated 22nd May 1956.
16	Baroda Municipality	..	..	Workmen	Baroda	....	As per B. C. S. Rules.	As per B. C. S. Rules.	B. G. G., Part I-L, dated 10th May 1951, p. 2280.

APPENDIX VIII—contd.

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.					Reference.
				Casual Leave.	Privilege leave.	Sick leave.	Other type of leave.		
1	2	3	4	5	6	7	8	9	
17	Baroda Rolling Mills Pvt. Ltd. ..	.. Workmen ..	Baroda	.. 5 days with pay.	....	10 days with half pay.—Acc: 30 days.	....	B. G. G., Part I-L, dated 16th October 1958, pp. 4951-52.
18	Barsi Municipality ..	.. Female Workmen in Sanitation Department.	Barsi	.. ....	....	....	Six weeks maternity leave with full wages.	B. G. G., Part I-L, dated 11th July 1957, p. 2976.
19	Bastiram Narayan Mahesari Camel Brand Bidi Works.	Workmen ..	Nasik	.. ....	....	4 days with full pay.	....	B. G. G., Part I-L, dated 16th December 1954, p. 3360.
20	Becharadas Spinning and Weaving Mills Employees Consumers' Society Ltd.	Hotel workers.	Ahmedabad	.. ....	As per Factories Act.	....	....	Settlement, dated 15th July 1952.
21	Beharilal Ramcharan Cotton Mills Ltd. ..	Head Office Staff.	Bombay	.. 10 days with full pay and allowance.	30 days with full pay and allowance — Acc: 60 days.	15 days with full pay and allowance — Acc: 60 days.	....	B. G. G., Part I-L, dated 4th February 1954, p. 224.
22	Beharilal Ramcharan Cotton Mills Ltd. ..	Head Office Staff.	Bombay	.. 10 days with full pay and allowance.	30 days with full pay and allowance — Acc: 60 days.	15 days with full pay and allowance — Acc: 60 days.	....	B. G. G., Part I-L, dated 4th February 1954, p. 224.
23	Bel Air Sanatorium ..	.. Workmen ..	Panchgani (North Satara)	.. 7 days	.. 21 days —Acc: 42 days.	7 days —Acc: 14 days.	Maternity leave as per B. M. B. Act with full pay and allowance (Minimum 40 days.)	Settlement, dated 5th June 1958.

24	Bel Air Sanatorium ..	..	Workmen ..	Panchgani ..	7 days with full pay and allowance.	21 days with full pay and allowances.	....	Maternity leave as per H. M. B. Act with full pay and allowances. (Minimum 40 days.)	Settlement, dated 25th September 1954.
25	Bel Air Sanatorium ..	..	Workmen ..	Panchgani ..	7 days with full pay and allowance.	21 days with full pay and allowances— Acc: 42 days.	7 days with full pay and allowance— Acc: 42 days.	....	Settlement, dated 25th September 1954.
26	Belapur Gram Panchayat ..	..	Workmen ..	Balapur ..	15 days	On 6 month	15 days	Maternity leave for 42 days with wages.	Settlement, dated 9th September 1955.
27	Bengal Chemical and Pharmaceutical Works Ltd.	..	Workmen ..	Bombay ..	5 days	..	....	....	Award in Ref. (I. T.) No. 55 of 1957, dated 19th September 1957 (unpublished).
28	Bennett Coleman & Co. Ltd. ..	..	(1) Clerical staff.	Bombay ..	1 day for every 30 days worked— Max. 10 days.	(a) 20 days (b) 25 days (c) 30 days— Acc: 90 days.	(a) Max. 24 days. (b) Max. 26 days. (c) Max. 30 days— Acc: 2 years' leave.	....	B. G. Part I-L, dated 2nd July 1953, p. 1505-1509.
			(2) Seroys, Cleaners, Watch and Ward and Canteen staff.		1 day for every 30 days worked Max. 7 days.	(a) 16 days (b) 18 days (c) 20 days— Acc: 72 days.	(a) Max. 24 days. (b) Max. 26 days. (c) Max. 30 days— Acc: 2 years' leave.		
			(3) Works staff.		1 day for every 30 days worked Max. 7 days.	(a) 14 days (b) 16 days (c) 18 days— Acc: 72 days.	(a) Max. 12 days. (b) Max. 13 days. (c) Max. 15 days— Acc: 2 years' leave.		
29	Berk's Engineering Co. ..	..	Workmen ..	Bombay ..	7 days with full pay and allowances.	....	....	....	Settlement, dated 18th October 1954.

APPENDIX VIII—*contd.*

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.					Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.		
1	2	3	4	5	6	7	8	9	
30	Bhadran Municipality	.. Workmen	.. Bhadran	.. As per B. C. S. Rules.	.. As per B. C. S. Rules.	.. As per B. C. S. Rules.	.. As per B. C. S. Rules.	Settlement, dated 4th March 1958.	
31	Bharat Barrel Drum Mfg. Co. Ltd.	.. F a c t o r y Workmen (Excluding Clerks).	.. Bombay	.. 7 days with wages	.. ....	.. ....	.. ....	Award in Ref. (IT) No. 166 of 1955, dated 13th May 1957 (unpublished).
32	Bharat Bobbin Ltd.	.. Workmen	.. Ahmedabad	.. ....	.. ....	7 days	.. ....	Settlement, dated 15th May 1957.
33	Bharat Industries	.. Workmen	.. Bombay	.. 6 days	.. ....	.. ....	.. ....	Settlement, dated 9th December 1957.
34	Bharatkhand Mills Employees' Co-op. Consumers Society Ltd.	.. Workmen	.. Ahmedabad	.. 7 days with wages.	13 days	.. ....	.. ....	Settlement, dated 6th May 1952.
35	Bharat Leather Co.	.. Workmen	.. Ahmedabad	.. 7 days with wages.	.. ....	7 days with wages..	.. ....	Settlement, dated 5th September 1958.
36	Bharat Nut Bolts Industries	.. Workmen	.. Bombay	.. ....	As per Factories Act.	7 days with pay and D. A.—Acc: 21 days.	.. ....	B. G. G., Part I-L, dated 15th February 1951, p. 880.
37	Bharat Ropes and Lace Mfg. Co.	.. Workmen	.. Ahmedabad	.. 5 days	.. ....	7 days with pay ..	.. ....	Settlement, dated 7th November 1958.
38	Bharat Textiles Engraving Works Ltd.	.. Workmen	.. Bombay	.. 5 days	.. ....	.. ....	.. ....	Settlement, dated 13th February 1957.
39	Bharat Vijay Iron Works	.. Workmen (Excluding Clerks).	.. Bombay	.. ....	.. ....	7 days with full pay and D. A.—Acc: 14 days.	.. ....	B. G. G., Part. I-L, dated 21st January 1954, p. 84.
40	Bhatia General Hospital	.. Workmen	.. Bombay	.. ....	.. ....	.. ....	Maternity leave 42 days with full pay and D. A.	B. G. G., Part I-L, dated 28th January 1954, pp. 192-93.

41	Bhatia General Hospital	..	..	Workmen	..	Bombay	..	15 days	..	....	....	B. G. G., Part I-L, dated 28th February 1957, p. 1147.
42	Bhor Industries	..	..	Workmen	..	Bhor	..	7 days with full pay and D. A. and other allowances.	..	....	7 days with full pay and D. A. and other allowances.	Settlement, dated 18th October 1957.
43	Biharilal Mulchand	..	..	Workmen	..	Ahmedabad	..	1 week with wages.	..	....	1 week with wages. No accumulation.	B. G. G., Part I-L, dated 24th July 1952, p. 2478.
44	Bijapur Municipal Borough	..	..	Conservancy Staff.	..	Bijapur	..	Present practice of 15 days to continue.	As per B. C. S. R. for Class IV servants.	As per B. C. S. R. for Class IV servants.	B. G. G. Part I-L, dated 16th January 1955, pp. 76-77.	
45	Billimora Municipality	..	..	Workmen	..	Billimora	..	Existing practice of 15 days for every 11 months with pay to continue.	15 days with pay with pay—Acc. : 30 days.	....	Maternity leave 4 weeks with pay.	Settlement, dated 30th April 1958.
46	Bitco Confectionary Works	..	..	Workmen	..	Ahmedabad	..	7 days with wages	....	....	7 days with wages.	B. G. G., Part I-L, dated 3rd January 1957, p. 49.
47	Black Woods India Limited	..	..	Workmen	..	Bombay	..	12 days with full wages and D. A.	One month with full wages and D. A.—Acc : 2 months.	....	One month with full wages and D. A.	B. G. G., Part I-L, dated 17th August 1950, p. 3693.
48	Blackie & Son (India) Limited	..	..	Workmen	..	Bombay	..	7 days with full pay and allowances.	28 days with full pay and allowances.	....	14 days with full pay and allowances—Acc : 42 days.	Settlement, dated 16th February 1956.
49	Bodwad Grampanchayat	..	..	Workmen	..	Bodwad (East Khandesh).	..	....	....	....	Maternity leave as per B. C. S. R. applicable to Class IV Servants of Bombay Government.	Settlement, dated 27th March 1958.

APPENDIX VIII—*contd.*

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.					Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.		
1	2	3	4	5	6	7	8	9	
50	Bombay Ammonia and Refrigeration Co. Ltd.	Workmen including Clerical Staff.	Bombay	.. 7 days with full pay and allowance.	Office and Clerical Staff—21 days : Less than 5 years' service. After 5 years : 30 days.	10 days with full pay and D. A. (Clerical Staff). 7 days with full pay and D. A. for Carpenters, Mazdoors and Watchmen—Acc : 2 months.	....	Settlement, dated 30th June 1955.
51	Bombay Board & Paper Mills Pvt. Ltd.	.. Workmen	.. Bombay	.. 4 days with full pay.	As per Factories Act.	....	....	Settlement, dated 3rd January 1958.
52	Bombay Brass & Metal Works ..	.. Workmen	.. Bombay	.. 7 days	.. ....	7 days—Acc : 21 days	....	B. G. G., Part I-L, dated 7th August 1952, p. 2689.
53	Bombay Cable Company Ltd. ..	W o r k m e n (Excluding Clerical Staff.)	Bombay	.. 5 days with wages.	.. ....	....	....	B. G. G., Part I-L, dated 28th March 1957, p. 1719.
54	Bombay Chronicle Co. Ltd. ..	.. Workmen	.. Bombay	.. ....	30 days inclusive of C. L—Acc : 90 days.	7 days with full pay and D. A.	....	B. G. G., Part I-L, dated 13th October 1949, p. 1451.
55	Bombay Cloth Market Co. Ltd. ...	.. Workmen	.. Bombay	.. 7 days with full pay and allowances.	One month with full pay and allowances.	12 days with full pay and allowances.	....	B. G. G., Part I-L, dated 14th February 1957, p. 814.

56	Bombay Cycle & Motor Agency Ltd.	..	Office Staff	..	Bombay	..	7 days with full pay and D. A.	Existing practice of one month's leave to continue—Acc: 3 months.	10 days with full pay.—Acc: 42 days.	....	B. G. G., Part I-L, dated 16th June 1949, pp. 469-72.
			Workshop Staff	....		..	7 days on full pay and allowance.	As per Factories Act.	7 days with full pay.—Acc: 42 days.	....
57	Bombay Drums Manufacturers	..	Workmen	..	Bombay	..	....	As per Factories Act.	5 days with pay ..	....	Settlement, dated 17th December 1956.
58	Bombay Enamel Works Ltd.	..	Workmen	..	Bombay	..	7 days on full pay and allowances.	As per Factories Act.	7 days with full pay and allowances.—Acc: 21 days.	....	B. G. G., Part I-L, dated 19th April 1951, p. 1875.
59	Bombay Engineering and Metal Works Ltd.	..	Workmen	..	Bombay	..	7 days	As per Factories Act.	7 days with full basic wages and D. A.—Acc: 14 days.	....	B. G. G., Part I-L, dated 25th August 1949, pp. 1174-75.
60	Bombay Garage (Ahmedabad) Ltd.	..	(1) Officers	..	Ahmedabad	..	10 days with pay.	1 month with pay ..	15 days with pay ..	....	Settlement, dated 3rd November 1954.
			(2) Assistant Foremen.	....		..	10 days with pay ..	21 days with pay ..	15 days with pay.	....
			(3) Workshop Staff, Peons, Drivers, etc.	....		..	10 days with pay ..	15 days with pay ..	8 days with pay.	....
61	Bombay Garage Ltd.	..	Clerical Staff	..	Bombay	..	Company is granting 10 days.	30 days with wages—Acc: 3 months.	Company is granting 15 days.	....	B. G. G., Part I-L, dated 15th January 1953, pp. 100-101.
62	Bombay Garage Ltd.	..	Workmen (other than Clerical Staff).	..	Bombay	..	Present practice of 10 days to continue.	Present practice of 15 days to continue.	Present practice of 8 days with full pay to continue.	....	B. G. G., Part I-L, dated 27th March 1952, pp. 1248-49.
63	Bombay Garage Ltd.	..	Workmen	..	Bombay	..	The present practice of 10 days with full pay and D. A. to continue.	The present practice of 15 days with full pay and D. A. to continue.—Acc: 45 days.	The present practice of 15 days with full pay and D. A. to continue.—Acc: 45 days.	....	B. G. G., Part I-L, dated 28th December 1950, pp. 6289-90.
64	Bombay Gas Co. Ltd.	..	Workmen (other than Clerical Staff).	..	Bombay	..	7 days with full pay.	15 days with pay—Less than 12 years' service. 21 days with pay—More than 12 years' service.	Company has been granting 15 days on half pay and half D. A.	....	B. G. G., Part I-L, dated 31st December 1953, pp. 2884-85.

APPENDIX III—*contd.*

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.				Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.	
1	2	3	4	5	6	7	8	9
65	Bombay Hospital ..	Hospital Staff.	Bombay	.. 20 days	.. One month.—Acc : 60 days for Nurses, 90 days for rest.	15 days	....	Settlement, dated 4th May 1955.
66	Bombay Hospital ..	Hospital Staff.	Bombay	.. 20 days	.. One month.—Acc : 60 days for nurses, 90 days for rest.	15 days	....	Settlement, dated 26th May 1955.
67	Bombay Metal and Alloys Mfg. Co. Ltd.	Workmen (monthly rated).	Bombay	....	....	7 days with full pay.—Acc : 35 days.	....	B. G. G., Part I-L, dated 23rd April 1953, p. 931.
68	Bombay Metal and Alloys Mfg. Co. Ltd.	(1) Workmen.	Bombay	.. 7 days with full pay and D. A.	As per Factories Act.	15 days with half pay.—Acc : 60 days.	50 per cent. of the earned leave as leave without pay.	B. G. G., Part I-L, dated 28th July 1949, pp. 846-48.
		(2) Peons, Haulmen and Watchmen.	....	7 days with full pay and D. A.	One month with full pay and D. A.—Acc : 90 days.	15 days with half pay and D. A.—Acc : 60 days.	....	....
69	Bombay Metal Press Co.	Workmen ..	Bombay	.. 7 days with pay	....	7 days with pay.—Acc : 14 days.	....	B. G. G., Part I-L, dated 12th March 1953, p. 624.
70	Bombay Municipality	Workmen (subordinate Staff).	Bombay	..	....	The Municipality to follow Govt. Rules re : leave on Medical Certificate.	....	B. G. G., Part I-L, dated 17th July 1955, p. 2434.
71	Bombay Municipality	Employees of conservancy and such other 5 Departments.	Bombay	..	Existing practice of 30 days to continue.—Acc : 80 days.	15 days with half pay and full D. A.—Acc : 40 days OR 10 days with full pay and D. A.—Acc : 26 days.	Existing practice of 42 days to continue.	B. G. G., Part I-L, dated 24th April 1952, pp. 1739-41.
72	Bombay Pharmaceutical Works Ltd.	Workmen ..	Bombay	.. 5 days with wages	....	7 days with wages.—Acc : 21 days.	....	B. G. G., Part I-L, dated 8th July 1954, p. 1732.

73	Bombay Printers Ltd.	..	..	Workmen	..	Bombay	..	7 days with full pay.	As per Act.	Factories	Governed by Employees' State Insurance Act.	....	Settlement, dated 27th August 1955
74	Bombay Power Laundry Ltd.	..	..	Workmen	..	Bombay	..	3 days with pay ..	....	7 days with full pay	Acc: 28 days.	....	B. G. G., Part I-L, dated 22nd July 1954, p. 1871.
75	Bombay Samachar Ltd.	..	..	Workmen	..	Bombay	..	Included in P. L. ..	30 days inclusive of C. L.—Acc: 90 days.	7 days with full pay and D. A.	....	....	B. G. G., Part I-L, dated 13th October 1949, p. 1451.
76	Bombay Sewree Chemicals Mfg. Co. Pvt. Ltd.	..	..	Workmen	..	Bombay	..	10 days with full pay	....	Existing practice of 5 days to continue.	....	....	Settlement, dated 17th January 1957.
77	Bombay Steam Navigation Co. Ltd.	..	..	Workmen (excluding clerical staff.)	..	Bombay	..	....	....	7 days with full pay or 14 days with half pay and allowances.—Acc: 30 days and 60 days respectively.	....	....	B. G. G., Part I-L, dated 31st January 1952, p. 575.
78	Bombay Surgical Co.	..	..	Workmen	..	Bombay	..	7 days	21 days.—Acc: 42 days.	7 days.—Acc: 14 days.	....	....	Settlement, dated 15th July 1955.
79	Bombay Surgical Nursing Lying-In Hospital.	..	..	Home and Workmen	..	Bombay	..	7 days with full pay and allowances.	21 days with full pay and allowances.—Acc: 42 days.	7 days with full pay and allowances.—Acc: 42 days.	....	....	B. G. G., Part I-L, dated 9th August 1956, pp. 2786-87.
80	Bombay Surgical Works	..	..	Workmen	..	Bombay	..	7 days with pay and D. A.	As per Factories Act.	7 days with pay and D. A.—Acc: 14 days.	....	....	B. G. G., Part I-L, dated 4th January 1951, pp. 129-130.
81	Bombay Talkies Ltd.	..	..	Workmen	..	Bombay	..	Existing practice of 10 days to continue.	Existing practice of 15 days to continue.—Acc: one month.	Existing practice of 15 days to continue.	....	....	B. G. G., Part I-L, dated 30th Oct. 1952, p. 3444.
82	Bombay Vaibhav Press	..	..	Workmen	..	Bombay	..	5 days with pay and D. A.	....	....	....	....	Award in Ref. (L. T.) No. 265 of 1957, dated 19th May 1958 (unpublished).
83	Boots Pure Drug Co. (India) Ltd.	..	..	Workmen (other than clerical staff).	..	Bombay	..	7 days	Existing practice of 18 days for those who have not completed 5 years and 24 days for those who have completed 5 years to continue.	Existing practice of 12 days to continue.	....	....	B. G. G., Part I-L, dated 21st May 1953, pp. 1197-98.

APPENDIX III—*contd.*

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.					Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.		
1	2	3	4	5	6	7	8	9	
84	Brandon & Co. Ltd.	..	Workmen in Washing Dept.	..	7 days with full pay and D. A.	As per Factories Act.	7 days with full pay and D. A.—Acc: 42 days.	7 days leave without pay.	B. G. G., Part I-L, dated 7th July 1949, pp. 563 to 565.
85	Breach Candy Hospital and Nursing Home..	Female Workers	Bombay.	..	....	....	....	Maternity leave with wages: 2 months.	B. G. G., Part I-L, dated 13th December 1956, p. 4816.
86	Breach Candy Hospital and Nursing Home	Workmen	..	..	7 days with wages and D. A.	30 days with full pay and D. A.—Acc: 60 days.	15 days with wages and D. A.	....	Settlement, dated 12th March 1956.
87	Brijwasi Doogdhalaya	..	Workmen	..	3 days with wages	As per B. S. and E. Act.	4 days	....	Settlement, dated 4th June 1958.
88	British India Printing Press	..	Workmen	..	....	30 days inclusive of C. L.—Acc: 90 days.	7 days with full pay and D. A.	....	B. G. G., Part I-L, dated 13th October 1949, p. 1451.
89	British Institute of Engineering Technology (India) Ltd.	Workmen	..	..	7 days with pay and D. A.	3 weeks for less than 5 years service and 4 weeks for more than 5 years service.—Acc: 6 weeks and 8 weeks respectively.	11 days with full pay and D. A.—Acc: upto 66 days.	....	B. G. G., Part I-L, dated 13th December 1951, pp. 6480-82.
90	Budhha Chhap Bidi Works	..	Workmen	..	....	....	4 days with full pay	....	B. G. G., Part I-L, dated 16th December 1954, p. 3360.
91	Burmah-Shell Oil Storage and Distribution Co. of India Ltd.	Clerical staff at Port Okha.	Okha	..	One month with full pay and D. A.—Acc: 3 months.	....	....	....	B. G. G., Part I-L, dated 25th March 1954, pp. 650-51.
92	Burmah Shell Refineries Ltd.	..	Clerical staff	..	Existing practice of 7 days to continue.	30 days.—Acc: 90 days.	7 days to only those who are not covered by the E. S. I. Scheme.—Acc: 21 days.	....	B. G. G., Part I-L, dated 19th June 1958, pp. 3207-3209.

Over 10 years' service: 7 days with full pay and D. A. and 20 days with half pay and full D. A. Acc: full pay 14 days and half pay 42 days.

C

1	C. J. Textile Accessories Works	..	Workmen	..	Bombay	..	6 days	..	....	....	Settlement, dated 21st February 1958.
2	Cafe Paris	..	..	..	Workmen	..	Bombay	..	7 days with full pay	As per B. S. and E. Act.	Settlement, dated 15th January 1958.
3	Calender Mfg. Co.	..	..	..	Workmen	..	Bombay	..	Combined C. L. and privilege leave of one day for every 10 days' actual work.— Acc: 90 days.	7 days with wages.— Acc. 21 days.	Settlement, dated 25th October 1955.
4	Calico Chemical Division	..	..	..	Workmen (other than Chemists and Clerks).	..	Ahmedabad	..	7 days with full wages and D. A.	According to Factor-ies Act.	B. G. G. Part I-L, dated 22nd November 1951, p. 6024.
5	Cement Marketing Co. of India Ltd.	..	..	..	Clerical Staff	..	Bombay	..	Existing practice of 10 days to continue.	Existing practice of 21 days to continue.	B. G. G., Part I-L, dated 12th July 1951, p. 3359.

APPENDIX VIII—*contd*

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.				Other type of leave.	Reference.
				Casual leave	Privilege leave.	Sick leave.			
1	2	3	4	5	6	7	8	9	
6	Caltex (India) Ltd. ..	.. (1) Clerical staff at Ballard Estate Offices and at the Terminals.	Bombay ..	....	One month with full pay and allowance.—Acc. 3 months.	full ....	....		B. G. G., Part I-L, dated 2nd August 1957, pp. 3891-99.
		(2) Employees other than Clerical staff at the Ballard Estate Offices and Terminal Installations and Air Port.	....	....	18 days with full pay and allowances.—Acc. 54 days.				
7	Cinema-de-France ..	.. Workmen ..	Ahmedabad ..	7 days with wages.	....	7 days—with full wages.—Acc. 21 days.	....		B. G. G., Part I-L, dated 17th March 1955, p. 812.
8	Central Talkies ..	.. Workmen ..	Ahmedabad ..	7 days with wages.	....	7 days with full wages.—Acc. 21 days.	....		B. G. G., Part I-L, dated 17th March 1955, p. 812.
9	Central Tin Works ..	.. Workmen (excluding Clerical staff.)	Bombay ..	7 days ..	....	7 days.—Acc. 21 days.	....		B. G. G., Part I-L, dated 3rd July 1952, p. 2376.
10	Century Stage and Screen Ltd ..	.. Workmen in Bhamburda Theatre.	Poona ..	7 days with full pay. ... 21 days with full pay for every eleven months' employment.	....	14 days with full pay—Acc. 6 months.	....		B. G. G., Part I-L, dated 14th February 1952, p. 375.
11	Chandabhai Bros. and Co. ..	.. Workmen ..	Ahmedabad ..	7 days with wages.	....	7 days with wages.	....		Settlement, dated 26th August 1958.
12	Chandra Vilas Hindu Hotel ..	.. Workmen ..	Ahmedabad ..	7 days with wages and D. A.	....	7 days with wages and D. A.—Acc. 21 days.	....		B. G. G., Part I-L, dated 29th July 1954, p. 1954.

13	Chandra Vilas Hindu Hotel	..	..	Workmen	..	Ahmedabad	..	7 days with full wages.	7 days with full wages.	Award in Ref. (I. T.) No. 124 of 1957, dated 18th October 1957 (unpublished).
14	Chhaya Printery	..	..	Workmen	..	Bombay	..	3 days	..	Settlement, dated 29th September 1957.
15	Chimansa Yamasa Kshatriya and Raoji-shah Yamasa Kshatriya Bidi Merchants.	..	..	Workmen	..	Nasik	..	24 days with pay ..	..	B. G. G., Part I-L, dated 16th December 1954, p. 3360.
16	Chitra Ghar	..	..	Workmen	..	Bombay	..	Existing practice of 10 days to continue.	Existing practice of 15 days to 15 days to continue.	B. G. G., Part I-L, dated 30th October 1952, p. 3444.
18	Chitrashala Press	..	..	Workmen	..	Poona	..	5 days with pay.	7 days with pay. Acc. 21 days.	B. G. G., Part I-L, dated 27th February 1958, p. 1009-10.
19	Chowale and Co. (Hind) Ltd.	..	..	Workmen	..	Bombay	..	7 days with full pay and allowance.	..	Settlement, dated 28th August 1956.
20	Chunilal Mehta & Co.	..	..	Workmen	..	Bombay	..	7 days with full pay and D. A.	15 days with full pay and D. A. Acc. 30 days.	B. G. G., Part I-L, dated 4th May 1950, pp. 1838-39.
20-A	Chitra Cinema	..	..	Workmen	..	Bombay	..	7 days with full pay and D. A.	21 days with full pay and Allowances. Acc. 63 days.	Settlement, dated 9th February 1955.
21	Ciba Dyes Private Ltd.	..	..	Workmen	..	Bombay	..	7 days with full pay and allowances.	One month with full pay and allowances. Acc. 3 months.	Settlement, dated 30th August 1957.
22	Ciba Dyes Private Ltd.	..	..	Workmen (Excluding Clerical Staff.)	..	Bombay	..	28 days paid.—Acc. 56 days.	..	Settlement, dated 22nd December 1956.
23	Ciba Pharma Private Ltd.	..	..	Workmen	..	Bombay	..	7 days	28 days. Acc. 56 days.—Acc. 24 days.	Settlement, dated 31st January 1958.
24	Cinematograph Exhibitors' Association of India on behalf of Lamington Talkies.	..	..	Workmen	..	Bombay	..	10 days with full pay and D. A.	30 days with full pay and D. A.—Acc. 90 days.	Settlement, dated 16th March 1956.
25	Cinematograph Exhibitors' Association of India on behalf of Arora Talkies.	..	..	Workmen	..	Bombay	..	7 days with full pay and D. A.	21 days with full pay and D. A.—Acc. 63 days.	Settlement, dated 16th March 1956

APPENDIX VIII —*contd.*

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.					Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.		
1	2	3	4	5	6	7	8	9	
26	Cipra Bakelite Co. ..	..	..	..	21 days out of which paid leave will be as per Factories Act.—Acc. 42 days.	7 days with full wages and D. A.—Acc. 21 days.	7 days with full wages and D. A.—Acc. 21 days.	B. G. G., Part I-L, dated 25th September 1952, p. 3105.
27	City Light Theatre and Cinema	..	..	..	7 days with full pay and D.A.	21 days with full pay and allowance—Acc. 63 days.	14 days with full pay and allowance—Acc. 42 days.	Settlement, dated 20th April 1955.
28	City Restaurant	..	..	..	7 days with full wages.	7 days with wages—Acc. 21 days.	7 days with wages—Acc. 21 days.	B. G. G., Part I-L, dated 12th April 1956, p. 1204.
29	Commercial Stationery and Printing Mart	..	..	..	7 days with full pay and allowances	As per Factories Act.	7 days with wages—Acc. 21 days.	Settlement, dated 18th August 1957.
30	Concrete Association of India	..	..	..	Existing practice of 10 days to continue.	..	Existing practice of 21 days to continue.	B. G. G., Part I-L, dated 12th July 1951, p. 3359.
31	Continental Drug Co. Ltd.	..	..	..	7 days with full pay.	One month for clerical and technical staff—Acc. 31 days.	8 days with full pay and D.A.—Acc: 24 days.	B. G. G., Part I-L, dated 15th January 1953, pp. 157-59.
32	Cooper and Company	..	..	..	4 days with wages.	..	Unpaid leave one month.	Settlement, dated 22nd December 1958.
33	Cooper Connell & Clifford Ltd.	..	..	..	5 days with full pay and D.A.	As per Factories Act—Acc. 3 years' leave.	10 days with full pay and D. A.—Acc. 30 days.	B. G. G., Part I-L, dated 18th June 1953, pp. 1356-57.

34	Cooper Connell & Clifford Ltd.	..	Workmen	..	Bombay	..	5 days with pay	15 days with full pay	Existing practice of 10 days with pay to continue.	B. G. G., Part I-L, dated 20th October 1949.
35	Cooper Engineering Ltd.	..	(1) Workmen in workshop.	..	Setara	..	7 days with full pay and D. A.	7 days with full pay and D. A.—Acc. 21 days.	7 days with pay and D. A.—Acc. 21 days.	B. G. G., Part I-L, dated 21st August 1952, p. 2755 and 2761.
		..	(2) Clerical staff in the office and Workshop.	..	Do.	..	10 days with full pay and D. A.	21 days with full pay and D. A.—Acc. 63 days.	7 days with full pay and D. A.—Acc. 21 days.	
36	Cornaglia Bread Co.	..	..	..	Workmen	..	Bombay	3 days.	One month with pay	One month with- Settlement, dated 12th July 1955. out pay.
37	Crescent Trading Co.	..	..	..	Workmen	..	Bombay	4 days with full wages.	As per Factories Act. Acc. 3 years' leave.	B. G. G., Part I-L, dated 10th May 1951, p. 2230.
38	Crompton Parkinson (Works) Ltd.	..	..	..	Clerical employees and Peons.	..	Bombay	7 days with full pay and D. A.	For Clerks— One month. Acc. 3 months.	B. G. G., Part I-L, dated 21st January 1954, pp. 141-42 and 45.
		..	..	..	For Peons— Same as that for daily rated workmen.	..		7 days with full pay and D. A.	For Clerks— 10 days with full pay and 10 days. with half pay.— Acc. 30 days.	
		..	..	..	For Peons— 21 days. Acc. 30 days.	..		7 days with full pay and allowances.	For Peons— Same as that for daily rated workmen.	
39	Crown Aluminium Works	..	..	..	Workmen (other than clerical staff).	..	Bombay	7 days with pay and allowances.	As per Factories Act. 7 days with pay and allowances.—Acc. 21 days.	B. G. G., Part I-L, dated 24th May 1951, pp. 2536-37.
D										
1	D. Pudamjee Paper Mills, Ltd....	..	..	..	Workmen	..	Bombay	21 days with full pay and D. A.— Acc. 63 days.	7 days with full pay and D. A.—Acc. 21 days.	B. G. G., Part I-L, dated 1st June 1950, p. 2355.
2	Dabhoi Municipality	..	..	..	Workmen	..	Dabhoi	12 days with pay.	12 days with pay.—12 days with pay. Acc. 24 days.	B. G. G., Part I-L, dated 17th January 1957, p. 291.
3	Dadabhoy Hormasjee & Co.	..	..	..	Workmen	..	Bombay	7 days	.....	Settlement, dated 22nd July 1955.

APPENDIX VIII—contd.

Serial No.	Name of the Concern	Type of workmen covered.	Centre.	Nature and quantum of leave.					Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.		
1	2	3	4	5	6	7	8	9	
4	Dadajee Dhackjee & Co. Pvt. Ltd.	.. Clerical staff.	Bombay	.. 8 days	.. 21 days for those having service of more than one year and less than 10 yrs. For those having service of 10 years or more.	7 days	..	Settlement, dated 3rd October 1956.	
5	Daulat Talkies	.. Workmen	Bombay	.. 7 days with full pay and D. A.	21 days with full pay and D. A.—Acc. 63 days.	15 days with full pay and D. A.—Acc. 45 days.	....	Settlement, dated 4th September 1957.
6	Dahi Natwarlal Chamanlal	.. Workmen	Ahmedabad	.. 1 week with wages.	..	1 week with wages. No Accumulation.	....	B. G. G., Part I-L, dated 24th July 1952, p. 2478.
7	Dainik Vishwamitra	.. Workmen	Bombay	..	One month with full pay. — Acc. 2 months.	....	....	Settlement, dated 13th July 1956.
8	Dakore Municipality	.. Workmen (Safai Kamdars).	Dakore	.. 15 days	.. 1 month	..	2 months maternity leave.	B. G. G., Part I-L, dated 12th July 1951, p. 346.	
9	Dalpatram Girdharlal's Factory	.. Workmen	Ahmedabad	7 days with pay	..	7 days with pay	....	Settlement, dated 14th October 1958.
10	Damania Electrical and Engineering Works.	(1) Clerks (2) Wiring staff.	Bombay	.. (1) 7 days with wages, (2) 15 days with wages.	(1) 15 days with wages. (2) 15 days with wages.	(1) 7 days with wages. (2) 7 days with wages.	....	Settlement, dated 10th December 1957.
11	Damji Mavji & Co.	.. Workmen	Bombay	.. (1) 7 days with wages.	According to Factories Act.	7 days with pay and allowances.	....	B. G. G., Part I-L, dated 16th February 1950, p. 511.
12	Danodardas Hinatal Iron & Brass Factory.	Workmen	Ahmedabad	.. 7 days	..	....	....	Settlement, dated 17th September 1957.

13	David Sassoon and Company Ltd.	..	Workmen	..	Bombay	..	7 days with wages	1 month	..	15 days with half pay.	....	B. G. G., Part I-L, dated 20th October 1949, p. 1579.
14	Dawoodbhai Habib & Co., Precise Exports Ltd.	..	Workmen	..	Bombay	..	....	According to Factories Act.	to	7 days with pay and allowances.	....	B. G. G., Part I-L, dated 16th February 1950, p. 511.
15	Deccan Metal Works	..	Workmen	..	Poona	..	5 days with pay	....	5 days with pay—	Acc. 10 days.	....	Settlement, dated 17th July 1955.
16	Deccan Metal Works	..	Workmen	..	Poona	..	5 days with full pay and allowances.	....	5 days with full pay and allowances—	Acc. 10 days.	....	Settlement, dated 11th May 1956.
17	Deccan Paper Mill Co., Ltd.	..	Workmen	..	Mundhwa (Poona).	..	7 days	As per Factories Act.—Acc. 3 years leave.	10 days with full pay and D. A.—	Acc: 30 days.	....	B. G. G., Part I-L, dated 25th September 1952, p. 3096 and 3100.
18	Deccan Studios	..	Workmen	..	Poona	..	7 days	15 days with full pay for every 11 months of service.	14 days with half pay.—Acc: 2 months.	2	....	B. G. G., Part I-L, dated 31st January 1952, p. 563.
19	Deepak Talkies	..	Workmen	..	Bombay	..	7 days with full pay and D. A.	21 days with full pay and allowance.—Acc: 63 days.	14 days with full pay and D. A.—	Acc: 42 days.	....	Settlement, dated 4th December 1956.
20	Dehgam Municipality	..	Workmen	..	Dehgam	..	As per B. C. S. Rules.	....	....	....	....	Settlement, dated 30th October 1954.
21	Derby Talkies	..	Workmen	..	Bombay	..	7 days with wages and D. A.	21 days with full pay and allowance.—	15 days with wages and D. A.	Acc: 90 days.	....	Settlement, dated 14th July 1958.
22	Derby Talkies	..	Workmen	..	Bombay	..	7 days with pay and D. A.	21 days with full pay and D. A.—	14 days with pay and D. A.	Acc: 42 days.	....	Settlement, dated 27th August 1955.
23	Devidayal & Sons	..	Workmen	..	Bombay	..	7 days with pay and D. A.	As per Factories Act.	7 days with pay and D. A.—	Acc: 21 days.	....	B. G. G., Part I-L, dated 16th March 1950, p. 965.
24	Devidayal Cable Industries Pvt. Ltd.	..	Workmen (Excluding Clerks).	..	Bombay	..	7 days with pay	....	....	....	....	Award in Ref. (IT) No. 47 of 1957 dated 26th September 1957 (Unpublished.)
25	Mharamsi Morarji Chemical Co. Ltd.	..	Workmen	..	Ambernath, (District Thana.)	..	7 days with pay	According to Factories Act.	to	7 days with pay	....	B. G. G. Part I-L, dated 26th January 1950, p. 356.

APPENDIX VIII—contd.

Serial No.	Name of the Concern.	Type of workmen covered	Centre.	Nature and quantum of leave.					Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.		
1	2	3	4	5	6	7	8	9	
26	Dharamsi Morarjee Chemical Co. Ltd.	.. Watchmen and Jamadar.	Ambernath, District Thana.	....	One month.—Acc : 2 months.	....	One months leave with-out pay.	Settlement, dated 2nd August 1957.
27	Dharangaon Municipality	.. Workmen	.. Dharamgaon	As per B. C. S. Rules.	As per B. C. S. Rules.	....	Maternity leave as per B. C. S. Rules.	Settlement, dated 21st September 1955.
28	Dhiraj Pen Mfg. Co., Pvt. Ltd.	.. Workmen	.. Bombay	.. 5 days with pay	....	....	....	Settlement, dated 8th June 1956.
29	Dhootpapeshwar Industries Ltd.	.. Workmen (including clerical staff).	.. Panvel	.. 10 days with full pay and D. A. with full pay and D. A.—Acc : 45 days.	.. 15 days with full pay and D. A.—Acc : 45 days.	For Clerks and non-clerical staff : 7 days with full pay and D. A.—Acc : 21 days.	....	B. G. G., Part I-L, dated 26th February 1953, p. 443 and 445.
30	Dhoraji Saher Sudharai	.. Sweepers and Scavengers.	.. Dhoraji	.. ....	....	....	One month in a termity leave with full wages.	B. G. G., Part I-L, dated 30th October 1958, p. 5263.
31	Dhnyan Sagar Litho Press	.. Workmen	.. Bombay	.. ....	....	1 day's combined leave (Casual, Privilege and Sick leave) with wages for every 14 days of actual work—Acc : 42 days.	....	Settlement, dated 29th April 1958.
32	Diamond Electric Gliders and Galvanisers..	.. Workmen	.. Bombay	.. 7 days with wages and D. A.	....	....	....	B. G. G., Part I-L, dated 29th November 1956, p. 4717.
33	Diamond Jubilee Washing Co.	.. Workmen	.. Bombay	.. 3 days with pay	....	7 days with pay	....	B. G. G., Part I-L, dated 12th August 1954, p. 2090.

34	Diamond Rubber Works	..	Workmen	..	Bombay	..	7 days	..	....	1 month's unpaid leave.	Settlement, dated, 30th July 1958.
35	Diamond Surgical Dressing Works	..	Workmen	..	Bombay	..	7 days with wages and D.A.	As per F. Act	..	7 days with pay—Acc: 14 days.	B. G. G., Part I-L, dated 1st February 1951 p. 489 and 7th April 1955, p. 946-47.
36	Diamond Surgical Dressing Works	..	Workmen	..	Bombay	..	....	According to F. Act	7 days with pay—Acc: 14 days.	....	B. G. G., Part I-L, dated 1st February 1951, p. 489.
37	Diamond Watch Co.	..	Workmen	..	Poona	..	5 days with pay	As per F. Act	..	5 days with full pay—Acc: 15 days.	Settlement, dated 3rd February 1959.
38	Diana Talkies	..	Workmen	..	Bombay	..	7 days with wages and D.A.	21 days with full pay and Allowances—Acc. 90 days.	15 days with wages and D.A.	....	Settlement dated, 14th July 1953.
39	Diana Talkies	..	Workmen	..	Bombay	..	7 days with pay and D.A.	21 days with full pay and D.A.—Acc. 42 days.	14 days with pay and D.A.	....	Settlement, dated 27th August 1955.
40	Entubhai G. Desai & Co.	..	Workmen	..	Ahmedabad	..	7 days.	....	7 days	....	Settlement, dated 30th September 1957.
41	Dominion Plastic Industries	..	Workmen	..	Bombay	..	7 days with half pay.	....	7 days with pay	....	Settlement, dated 2nd September 1958.
42	Dulrai & Co.	..	Workmen	..	Bombay	..	7 days with pay and allowances.	As per F. Act	..	7 days with pay and allowances—Acc: 21 days.	B. G. G., Part I-L, dated 3rd May 1951, p. 2064-65.
E											
1	Eagle Advertising Tape Factory	..	Workmen	..	Bombay	..	Included in sick leave	....	7 days combined casual and Sick leave with pay and D.A.—Acc. 21 days.	....	Settlement, dated 30th January 1958.
2	East Asiatic Co. (India) Ltd.	..	Workmen	..	Bombay	..	7 days with full pay including allowances.	For service upto 5 years: 3 weeks. For service of 5 years and more 4 weeks.—Acc: 6 weeks and 8 weeks respectively.	For service up to 10 years: 7 days with full pay and 14 days with half pay. Over 10 years of service: 7 days with full pay and 21 days with half pay—Acc: upto the period of leave available for two years.	....	B. G. G., Part I-L, dated 4th January 1951, p. 109-12.

APPENDIX VIII—*contd.*

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.					Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.		
1	2	3	4	5	6	7	8	9	
3	East Asiatic Company (India) Ltd. Machine Works.	Workmen in M a z g a o n Workshop.	Bombay	..	....	7 days with wages and D. A.—Acc: 21 days.	....	B. G. G., Part I-L, dated 29th May 1952, p. 2238.
4	Eastern Chemical Co. (India)	.. (1) Peons	Bombay	..	7 days with full pay and D. A.—Acc: 30 days.	7 days with full pay and D. A.—Acc: 30 days.	....	B. G. G., Part I-L, dated 7th June 1951, p. 2665-67.
		(2) Workmen (Clerical staff at Factory and Office).	....	10 days with full pay and D. A.—Acc: 60 days.	30 days with full pay and D. A.—Acc: 60 days.	10 days with full pay and D. A.—Acc: 21 days.	....	.....
5	Eastern Chemical Co. (India)	.. Workmen (clerical staff and Peons).	Bombay	..	10 days with full pay and D. A.—Acc: 60 days.	10 days with full pay and D. A.—Acc: 30 days.	....	B. G. G., Part I-L, dated 23rd June 1955, p. 1831.
6	Eastern Chemical Co. (India)	.. Workmen (including clerical staff, Peons and Watchmen).	Bombay	..	7 days.	....	....	B. G. G., Part I-L, dated 26th April 1956, p. 1441.
7	Eastern Electric Light & Power Company Ltd.	Workmen	Bombay	..	7 days with full pay and D. A.	7 days with pay and D. A.—Acc: 21 days.	....	B. G. G., Part I-L, dated 5th April 1951, p. 1489-90.
8	Eastern Engineers	.. Workmen	Bombay	..	7 days	As per B. S. & E. Act.	....	Settlement, dated 15th December 1958.
9	Eastern Rolling Shutters Mfg. Co.	.. Workmen	Bombay	..	7 days with full pay and D. A.	....	....	Settlement, dated 3rd September 1955.
10	Eastern Scales (Pvt.) Ltd.	.. Workmen	Bombay	..	Existing practice of 7 days to continue.	Existing practice of 14 days to continue.— Acc: 42 days.	....	Award in Ref. (IT) No. 158/57, dated 5th April 1958 (Unpublished).

11	Edisons Continental Laboratories, Ltd.	..	Workmen (including clerical staff).	Bombay	..	7 days with full pay and D. A.	One month for clerical and Technical Staff—Acc : 3 months.—For others as per F. Act.	8 days with full pay and D. A.—Acc : 24 days.	Unpaid leave one month.	B. G. G., Part I-L, dated 15th January 1953, pp. 157-59.
12	Edlabad Grampanchayat Committee	..	Workmen	Edlabad (District East Khandesh).	(Dis-As per the B. C. S. R. applicable to Class IV Bombay Government Servants.	As per Bombay Shops and Establishments Act.	7 days with full pay and D. A.—Acc : 42 days.	6 days with pay.—Acc : 18 days.	....	Settlement, dated 3rd May 1956.
13	Electric Construction & Equipment Co., Ltd.	..	Workmen	Bombay	..	7 days with full pay and D. A.	7 days with full pay and D. A.—Acc : 42 days.	7 days with full pay and D. A.—Acc : 21 days.	....	B. G. G., Part I-L, dated 15th February 1951, pp. 931-32.
14	Electric Laundry	..	Workmen	Bombay	..	4 days with pay.	....	6 days with pay.—Acc : 18 days.	....	Settlement, dated 11th August 1954.
15	Electric Light and Power Equipment Co.	..	Workmen	Bombay	..	7 days with full pay and allowances.	15 days with pay and allowances.—Acc : 30 days.	7 days with full pay and allowances.—Acc : 21 days.	....	B. G. G., Part I-L, dated 20th May 1952, p. 2243.
16	Elephant Oil Mills Ltd.	..	Workmen (including clerical staff).	Bombay	..	7 days with full pay and D. A.	Workers : 7 days with full pay and D. A. per Factories Act.	Workers : 7 days with full pay and D. A.	Workers : Leave without pay for 30 days.	B. G. G., Part I-L, dated 5th May 1949, pages 81, 82 and 92, 93.
17	Empire Chemical Works	..	Workmen	Bombay	..	....	One day after every 12 days of work.	....	....	Settlement, dated 10th June 1958.
18	Empress Tin Factory	..	Workmen	Bombay	..	7 days	As per Factories Act.	15 days with half pay.	....	B. G. G., Part I-L, dated 19th May 1949, p. 302.
19	English Electric Co., Ltd.	..	Workmen	Bombay	..	7 days with pay and allowances.	Pay 3 weeks for less than 3 years' service and 4 weeks for 3 years' or more service with pay and allowances.—Acc : 8 weeks.	7 days with pay and allowances.—Acc : 21 days.	....	B. G. G., Part I-L, dated 9th August 1956, p. 2807.
20	Estrella Batteries Ltd.	..	Workmen	Bombay	..	....	....	8 days with full pay and D. A.—Acc : 24 days.	....	B. G. G., Part I-L, dated 14th February 1952, p. 742.

APPENDIX VIII—*contd.*

Serial No.	Name of the Concern.	Type of workmen covered.	Centres.	Nature and quantum of leave.					Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.		
1	2	3	4	5	6	7	8	9	
21	Estrella Batteries Ltd.	.. Workmen	.. Bombay	.. 7 days with full pay.	As per Factories Act.	15 days with half pay.—Acc: 30 days.	....	B. G. G., Part I-L, dated 21st July 1949, pp. 752-53.
22	Express Block and Engraving Studios	.. Workmen	.. Bombay	.. See sick leave	.. As per Factories Act.	10 days casual-cum-sick leave with full pay and D. A.—Acc: 35 days.	....	B. G. G., Part I-L, dated 26th February 1953, pp. 449-50.
23	Express News papers Ltd.	.. Workmen	.. Bombay	.. Included in P. L. ...	30 days inclusive of Casual Leave.—Acc: 90 days.	7 days with full pay and Dearness Allowances.	....	B. G. G., Part I-L, dated 13th October 1949, p. 1451.
F									
1	F. and C. Osler (India) Ltd.	.. Workmen	.. Bombay	.. Included in privilege leave.	30 days with full pay and allowances inclusive of casual and sick leave.—Acc: 60 days.	Included in privilege leave.	....	B. G. G., Part I-L, dated 8th December 1955, p. 3676.
2	F. and C. Osler (India) Ltd.	.. Workmen	.. Bombay	.. Included in privilege leave.	30 days with full pay and allowance.—Acc: 60 days. This includes casual and sick leave.	Included in privilege leave.	....	B. G. G., Part I-L, dated 4th August 1949, p. 914.
3	F. and C. Osler (India) Ltd.	.. Workmen (monthly rated).	.. Bombay	.. 30 days with full pay and dearness allowance inclusive of all types of leave.—Acc: 60 days.			....	B. G. G., Part I-L, dated 10th May 1951, p. 2340.
4	Fairdeal Corporation Ltd.	.. Workmen	.. Bombay	.. 7 days with full pay and D. A.	14 days with full pay and D. A.—Acc: 28 days.	7 days with full pay and D. A.—Acc: 42 days.	....	B. G. G., Part I-L, dated 17th January 1952, p. 281.

5	Famous Cine Laboratory	..	..	Workmen	..	Bombay	..	10 days with pay and D. A.	15 days with pay and D. A.—Acc: 30 days.	....	B. G. G., Part I-L, dated 22nd December 1949, pp. 2435-36.
6	Famous Cine Laboratory	..	..	Workmen	..	Bombay	..	10 days with pay ..	15 days with pay—Acc: 1 month.	....	B. G. G., Part I-L, dated 26th November 1953, pp. 2662-63.
7	Famous Cine Laboratories and Studio Ltd...	..	..	Workmen	..	Bombay	..	Existing practice of 10 days to continue.	Existing practice of 15 days to continue.	....	B. G. G., Part I-L, dated 30th October 1952, p. 3444.
8	Famous Cine Litho Works	..	..	Workmen	..	Bombay	..	Included in privilege leave.	30 days inclusive of Casual Leave—Acc: 90 days.	....	R. G. G., Part I-L, dated 3rd August 1950, p. 3398.
9	Famous Cine Litho Works	..	..	Workmen	..	Bombay	..	7 days with full pay and D. A.	As per Factories Act—Acc: 3 years' leave.	....	B. G. G., Part I-L, dated 7th January 1954, pp. 23 and 24.
10	Famous Pictures	..	..	Workmen	..	Bombay	..	Existing practice of 10 days to continue.	Existing practice of 15 days to continue.	....	B. G. G., Part I-L, dated 30th October 1952, p. 3444.
11	Fazalbhoy Nathoo and Co.	..	..	Workmen	..	Bombay	..	7 days with full pay and allowances.	As per Factories Act.. 14 days with half pay and D. A.	....	B. G. G., Part I-L, dated 24th November 1949, pp. 1951-52.
12	Federal Book Manufacturing Depot	..	..	Workmen	..	Bombay	..	3 days	As per Factories Act and B. S. and E. Act as the case may be.	....	Settlement, dated 17th September 1956.
13	Film Centre	..	..	Workmen	..	Bombay	..	10 days with full pay and D. A.	As per Factories Act.. 15 days with full pay and D. A.	....	B. G. G., Part I-L, dated 19th January 1950, p. 330.
14	Filmistan Ltd.	..	..	Workmen	..	Bombay	..	Existing practice of 10 days to continue.	Existing practice of 15 days to continue.	....	B. G. G., Part I-L, dated 30th October 1952, p. 3444.
15	Firestone Tyre and Rubber Co. of India Ltd.	..	..	Workmen	..	Bombay	..	7 days with pay ..	For less than five years' service: 3 weeks. Acc: 6 weeks. For five years service and above: 4 weeks. Acc: 8 weeks.	....	B. G. G., Part I-L, dated 17th May 1951, pp. 2437-39.

APPENDIX VII—*contd.*

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.				Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.	
1	2	3	4	5	6	7	8	9
16	Firestone Tyre and Rubber Co. of India, Ltd.	Workmen (Office staff).	Bombay	.. 7 days with full pay and allowances.	2 weeks up to 5 years' service and 4 weeks after 5 years' service—Acc : 6 and 8 weeks respectively.	15 days with full pay and allowances—Acc : 60 days.	....	B. G. G., Part I-L, dated 29th December 1949, pp. 2470-72.
17	Flintrock Products Ltd	.. Workmen	.. Bombay	.. 5 days with full pay	....	....	....	B. G. G., Part I-L, dated 25th March 1954, p. 653.
18	Forbes Forbes Campbell & Co. Ltd.	.. Both Clerical and non-clerical staff.	Bombay	.. 7 days with full pay and allowances.	(1) For service of 1-5 years : 14 days with full pay and allowances. (2) For Service of 5-12 years. 21 days with full pay and allowances. (3) For service of 12 years and over. 28 days with full pay and allowances—Acc : 56 days.	21 days with full pay and allowances—Acc : 52 days.	....	B. G. G., Part I-L, dated 17th April 1952, pp. 1633-34.
19	Ford Motor Co. of India Ltd.	.. Workmen	.. Bombay	.. 7 days with full pay and allowances.	Acc : 56 days. 20 days with full pay and allowances—Acc : 40 days.	15 days with full pay and allowances—Acc : 2 months.	....	B. G. G., Part I-L, dated 15th February 1951, pp. 813-14.
20	Forge and Blower Co.	.. Workmen	.. Ahmedabad	.. 7 days with pay	....	....	....	B. G. G., Part I-L, dated 9th June 1955, p. 1676.
21	Forge & Co.	.. Workmen	.. Bombay	.. 7 days.	....	15 days unpaid leave.	....	Settlement, dated 19th October 1956.
G								
1	G. Claridge & Co. Ltd.	.. Workmen (excluding office clerks and apprentices).	Bombay	.. Included in privilege leave.	30 days with pay. 7 days leave shall be treated as casual nature—Acc : 90 days.	7 days with full pay—Acc : 42 days.	....	B. G. G., Part I-L, dated December 1953, p. 2872.

2	G. Claridge & Co. ..	..	Workmen ..	Bombay ..	1. For service of less than 5 years : 14 days with full pay and allowances.	1. For service of less than 5 years : 14 days with full pay and allowances.	.....	Settlement, dated 3rd July 1958.
3	G. G. Dandekar Machine Works Ltd.	..	Workmen ..	B h i w a n d i (Thana).	2. For service of more than 5 years—4 weeks—10 days. Acc: 6 weeks and 8 weeks respectively.	2. For service of more than 5 years. 28 days with full pay and allowances.	.....	B. G. G., Part I-L, dated 5th May 1949, pp. 23-24.
4	G. G. Dandekar Machine Works Ltd.	..	Workmen ..	B h i w a n d i (Thana).	15 days with full pay and D. A.—Acc: 45 days.	7 days with full pay and D. A.—Acc: 42 days.	.....	Settlement, dated 2nd August 1956.
5	G. T. Radamia & Sons ..	..	Workmen (Other than Clerks), ..	Bombay ..	Included in privilege leave. Combined casual-leave: 1 day for every 16 days of actual work—Acc: 60 days.	.....	.....	Award in Ref. (IT) No. 84 of 1957, dated 19th July 1957. (Unpublished).
6	Gannon India Ltd. ..	..	Workmen ..	Bombay ..	10 days with full pay and allowances.	21 days with full pay and allowances.	.....	Settlement, dated 1st June 1956.
7	Gandevi Municipality ..	..	Workmen ..	Gandevi ..	15 days ..	.....	Maternity leave 28 days with full pay and D. A.	Settlement, dated 24th December 1964.
8	Gannon Dunkerley & Co. Ltd. ..	..	Workmen ..	Ahmedabad ..	7 days with full pay and D. A.	30 days with full pay and D. A.—Acc: 90 days.	7 days with full pay and D. A.—Acc: 42 days.	B. G. G., Part I-L, dated 10th May 1951, p. 2236.
9	Gannon Dunkerley & Co. ..	..	Workmen ..	Bombay ..	7 days with full pay and D. A.	30 days with full pay and D. A.—Acc: 90 days.	7 days with full pay and D. A.—Acc: 42 days.	B. G. G., Part I-L, dated 8th February 1951, pp. 658-60.

APPENDIX VIII—*contd.*

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.				Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.	
1	2	3	4	5	6	7	8	9
10	Garment Cleaning Works	.. Factory Workmen at Dongersey Road and Gowalia Tank Road.	Bombay	.. 7 days with full pay.	....	8 days with pay—Acc : 24 days.	....	B. G. G., Part I-L, dated 21st January 1954, p. 152.
11	Gati Prakashan Ltd.	.. Workmen	Ahmedabad	....	....	7 days with full pay—Acc : 43 days.	....	B. G. G., Part I-L, dated 14th October 1954, p. 2810.
12	Garment Kalee Ltd.	.. Head Office Staff	Bombay	.. 7 days with full pay and allowances.	(1) Those with service of 1 to 5 years :—14 days with full pay and allowances. (2) Those with service over 5 years and less than 12 years :—21 days with full pay and allowances.	21 days with full pay and allowances—Acc : 42 days.	....	B. G. G., Part I-L, dated 20th August 1953, p. 1860.
13	Ganishanker Purushotam Ware Manufacturer).	Trivedi (Silver Workmen	Bombay	.. 3 days with pay	(3) Those with service over 12 years :—28 days with full pay and allowances—Acc : 2 years' leave with a maximum of 42 days.	....	....	Settlement, dated 29th February 1956.
14	Geeta Dharma Press	.. Workmen	Ahmedabad	.. 7 days with wages.	....	7 days with wages—Acc : 21 days.	....	B. G. G., Part I-L, dated 27th September 1956, p. 3546.
15	General Commercial Company	.. Workmen	Bombay	.. 5 days with wages.	....	....	....	Settlement, dated 12th August 1957.

16	General Commercial Printery ..	..	Workmen ..	Bombay ..	..	Combined leave on the basis of one day's leave with wages for every 14 days of actual work—Acc: 42 days.	Settlement, dated 27th July 1954.
17	General Motors India Ltd. ..	..	(1) Workmen (daily-rated).	Bombay ..	..	7 days with full pay and D. A. As per Factories Act. 7 days with full pay and D. A. to those with less than three years' service and 14 days to those with three years' or more service.—Acc: 14 and 20 days respectively.	B. G. G., Part I-L, dated 12th May 1949, pp. 273-74 and dated 31st May 1951, p. 2616.
			(2) Monthly paid workmen.	....	..	7 days with full pay and D. A. 21 days with full pay and D. A.—Acc: 42 days. 15 days with full pay and D. A.	....
18	General Radio & Appliances, Pvt. Ltd. ..	..	Workmen ..	Bombay ..	..	Existing practice of 12 days paid to continue. Existing practice of 12 days paid sick leave to continue—Acc: 24 days.	Settlement, dated 26th September 1956.
19	Glaxo Laboratories (India) Ltd. ..	..	Workmen (including clerical staff).	Bombay ..	..	Present practice of 7 days to continue. (1) For service of 1 year but less than 3 years: 14 days. (2) For service of 3 years but less than 7 years: 21 days. (3) For service of 7 years and over: 28 days—Acc: 3 years' leave. Present practice of 10 days to continue—Acc: 40 days.	B. G. G., Part I-L, dated 28th August 1952, pp. 2874-78.
20	Globe Theatres, Pvt., Ltd. ..	..	Workmen (including clerical staff) employed in Regal and Capital Cinema.	Bombay ..	..	10 days with full pay and allowances.—Acc: 90 days. 30 days with full pay and allowances.—Acc: 90 days. 15 days with full pay and allowances.—Acc: 90 days.	Award in Ref. (IT) No. 28 of 1957, dated 11th November 1957. (unpublished.)

APPENDIX VIII—*contd.*

122

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.				Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.	
1	2	3	4	5	6	7	8	9
21	Godrej Soaps Ltd.	.. Workmen ..	Bombay	.. Existing practice of 7 days with pay and d. a. to continue.	Existing practice of 15 days with pay and d. a. to continue—Acc: 30 days.	Existing practice of 15 days with half pay and half D. A. to continue—Acc: 45 days.	....	B. G. G., Part I.L, dated 22nd June 1950, pp. 2661-62.
22	Gold Soap Co.	.. Workmen ..	Bombay	.. 4 days	As per B. S. & E. Act.	5 days with wages—Acc: 20 days.	....	Settlement, dated 7th January 1958.
23	Golden Chemicals Ltd.	.. Workmen ..	Bombay	.. 5 days with pay and D. A.	....	....	....	Settlement, dated 29th February 1956.
24	Good Luck Book Factory	.. Workmen ..	Bombay	.. 7 days with wages.	According to Factories Act.	7 days with wages—Acc: 21 days.	....	Settlement, dated 1st October 1954.
25	Goodlass Wall Ltd.	.. Clerical, Sub-ordinate and Miscellaneous Staff.	Bombay	.. 7 days with full pay and D. A.	30 days with full pay and allow-ances.—Acc: 90 days.	21 days with full pay and D. A.—Acc: 63 days.	....	B. G. G., Part I.L, dated 21st January 1954, pp. 172-73.
26	Goodlass Wall Ltd.	.. (1) Daily rated workmen.	Bombay	.. 7 days with full wages and allow-ances.	As per Factories Act.	7 days with full pay and D. A.	30 days leave without wages and allow-ance.	B. G. G., Part I.L, dated 5th May 1949, pp. 44 and 45 and 63 & 64.
		(2) Monthly salaried staff.	....	.. 7 days with full-pay and D. A.	30 days with full-pay and D. A.—Acc: 90 days.	21 days with full pay and D. A.—Acc: 63 days.	....	....
27	Govindji Karsandas	.. Workmen ..	Bombay	..	According to Factories Act.	7 days with pay and allowances.	....	B. G. G., Part I.L, dated 16th February 1950, p. 511.
28	Grahams Trading Co. (India) Ltd.	.. Workmen ..	Bombay	.. 10 days with full-pay and D. A.	One month with full pay and d. a.—Acc: 2 months.	15 days with full pay and D. A.—Acc: 60 days.	....	B. G. G., Part I.L, dated 18th September 1952, pp. 3049-50.

29	Grand Wood Works & Saw Mills	..	Workman (excluding clerical staff).	Bombay	..	7 days with full pay and allowances.	....	....	B. G. G., Part I-L, dated 19th September 1957, p. 4021.
30	Greaves Cotton & Co.	..	(1) Clerical subordinate staff.	Bombay	..	Existing practice of 10 days with full pay and allowances to continue.	....	....	B. G. G., Part I-L, dated 14th September 1950, pp. 4148-51.
			(2) Factory or daily rated workers.	....	..	Existing practice of 7 days with pay and allowances to continue.	....	....
31	Guest Keen Williams Ltd.	..	Workmen	Bombay	..	7 days	....	....	Settlement, dated 27th September 1955.
32	Gujarat Aluminium Factory	..	Workmen (excluding clerical staff).	Bombay	..	7 days with full pay and allowances.	....	....	B. G. G., Part I-L, dated 26th July 1955, p. 2376.
33	Gujarat Paper Mills Ltd.	..	Workmen	Bareilly	..	5 days with full pay.	....	....	Award in Ref. (IT) No. 49 of 1957, dated 27th August 1957 (Unpublished).
34	Gujarat Pencil Co.	..	Workmen	Ahmedabad	..	7 days with full wages.	....	....	Award in Ref. (IT) No. 208 of 1957, dated 25th February 1958 (Unpublished).
35	Gujarat Rubber Works Ltd.	..	Workmen (other than clerks).	Baroda	..	7 days with half pay and half D. A.	....	....	B. G. G., Part I-L, dated 26th May 1955, p. 1486.
36	Gujarat Hindu Hotel and Lodge	..	Workmen	Ahmedabad	..	7 days with full wages.	....	....	B. G. G., Part I-L, dated 29th November 1956, p. 4710.
37	Gujarat Industries Ltd.	..	Workmen	Goregaon	..	5 days with full pay.	....	....	Settlement, dated 9th July 1956.
38	Gujarat Metal Factory	..	Workmen	Poona	..	5 days with full pay and allowances.	....	....	Settlement, dated 11th May 1956.

APPENDIX VIII—*contd.*

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.				Reference.
				Casual leave.	Privilege leave.	Sick leave.	other type of leave.	
1	2	3	4	5	6	7	8	9
39	Gujarat Metal Factory	.. Workmen	.. Poona	.. 5 days with pay	.. ..	5 days with pay— Acc: 10 days.	....	Settlement, dated 14th July 1955.
40	Gujarat Rubber Works Ltd.	.. Workmen	.. Baroda	.. 7 days with full pay and D. A.	.. 15 days with full pay and D. A.	8 days with full pay and D. A.	....	Settlement, dated 9th February 1957.
41	Gujarat Wood Works	.. Workmen	.. Bombay	.. 3 days with wages..	.. ..	....	....	Settlement, dated 21st February 1956.
H								
1	Haldyn Industries Ltd.	.. Workmen	.. Bombay	.. 4 days with full pay.	.. ..	....	....	Settlement, dated 4th October 1955.
2	Haldyn Industries (Pvt.) Ltd.	.. Workmen (other than clerks).	.. Bombay	.. 5 days with full pay.	.. ..	....	....	B. G. G., Part I-L, dated 24th July 1958, p. 3700.
3	Hargovind Dharamsey & Co.	.. Workmen	.. Bombay	.. 7 days with pay	.. ..	....	....	Settlement, dated 6th December 1956.
4	Hickson Dadaji (Pvt.) Ltd.	.. Workmen (permanent).	.. Bombay	.. 7 days paid	.. ..	8 days out of which 2 with full wages and 6 with half wages.—Acc: for 3 years' leave. This will be in addition to benefits under E. S. I. Act.	....	Settlement, dated 5th September 1956.
5	Hind Cycles Ltd., Plant at Kandivli.	Chain Only super- visors at Worli Factory and workmen at its Chain Plant at Kandivli.	.. Bombay	.. 7 days with full wages and D. A.	.. 13 days subject to the conditions of Factories Act.	7 days with full wages and D. A.— Acc: 21 days.	....	B. G. G., Part I-L, dated 22nd May 1958, p. 2647.

6	Hind Cycles Ltd.	..	..	..	W o r k m e n (F a c t o r y workers and watchmen).	Bombay	..	7 days with full- pay and D. A.	13 days subject to the conditions of Factories Act.	7 days with pay and D. A.—Acc: 21 days. Granted on M. C.	....	B. G. G., Part I-L, dated 25th January 1951, p. 404.
7	Hind Razor and Blade Co. (P.) Ltd.	..	..	..	Permanent workmen.	Bombay	..	....	....	4 days with pay on M. C. for more than 2 days— Acc: 8 days.	....	Settlement, dated 14th August 1956.
8	Hindmata Cinema	..	..	..	Workmen	Bombay	..	7 days with full-pay and D. A.	21 days with full-pay and allowances for more than 4 months' service— Acc: 63 days.	14 days with full-pay and D. A.—M. C. for more than 4 days—Acc: 42 days.	....	Settlement, dated 9th January 1957.
9	Hindustan Plastics Ltd.	..	..	..	W o r k m e n other than clerical staff.	Bombay	..	....	As per Factories Act.	10 days with full-pay and Dearness Allowance on medi- cal certificate— Acc: 30 days.	....	B. G. G., Part I-L, dated 8th Nov- ember 1951, p. 5851. Confirmed by L. A. T., B. G. G., Part I-L, dated 9th October, 1952, pp. 3206-09.
10	Hindustan Chemical Works Ltd.	..	..	..	Workmen	Bombay	..	As per Act.	Factories 7 days—Acc: 21 days.	....	B. G. G., Part I-L, dated 6th April 1950, p. 1491.	
11	Hindustan Construction Co. Ltd.	..	..	..	W o r k m e n (permanent.).	Poona	..	....	....	7 days with full-pay and allowances, until E. S. I. Act becomes applica- ble.	....	Settlement, dated 10th April 1956.
12	Hindustan Cork Mfg. Co.	..	..	..	Workmen	Bombay	..	4 days with pay	....	....	....	B. G. G., Part I-L, dated 20th March 1958, p. 1385.
13	Hindustan Foundry	..	..	..	Workmen in its Factories at Mazgaon and Udyog Nagar.	Bombay	..	7 days with full-pay and D. A.	....	7 days on full-pay and D. A.—Acc: 42 days. Ordi- narily granted on M. C.	....	B. G. G., Part I-L, dated 10th April 1952, p. 1450-51.
14	Hindustan Mineral Products Co. Pvt. Ltd.	..	..	..	W o r k m e n (e x c l u d i n g clerks).	Bombay	..	3 paid days	....	....	....	Settlement, dated 26th November 1956.
15	Hindustan Chemical Works Ltd.	..	..	..	Workmen	Bombay	..	5 days with full-pay and D. A.	....	7 days with full-pay and D. A.—Acc: 21 days. On M. C.	7 days unpaid leave.	B. G. G., Part I-L, dated 23rd September 1954, p. 2487.
16	Hindustan Plastics Ltd.	..	..	..	Workmen	Bombay	..	5 days paid	....	....	15 days unpaid leave.	Settlement, dated 22nd March 1957.

APPENDIX VIII—contd.

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.				Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.	
1	2	3	4	5	6	7	8	9
17	Hindustan Printing Press, Poona Daily News and Daily Prabhat.	Workmen	Poona	5 days with full pay.	....	5 days with full pay	....	Award in Ref. (IT) No. 98 of 1958, dated 20th October 1958. (Unpublished).
18	M/s. Hiralal Kashidas Bhajiwala	Workmen	Bombay	4 days..	As per B. S. and E. Act.	4 days	....	Settlement, dated 5th February 1958.
19	Hallond Company Ltd.	Workmen	Bombay	7 days..	As per Factories Act	7 days. Total period of service should not exceed 6 months.	....	B. G. G., Part I.L., dated 4th January 1951, pp. 73-74.
20	Humidifying and Vacuum Cleaning Plant Factory.	Workmen	Ahmedabad	7 days with full pay.	1 day for every 20 days work.	7 days with full pay	....	Settlement, dated 15th May 1958.
21	Huns Dewan and Co.	Workmen	Bombay	As per Factories Act, 1948.	....	....	....	Settlement, dated 17th June 1955.
22	Huns Engineering Works	Workmen	Bombay	3 days	As per Factories Act.	As per E. S. I. Act.	....	Settlement, dated 27th November 1958.
23	Husaini Abdulali Tinwala	Workmen	Bombay	5 days with full pay and D. A.	....	....	....	B. G. G., Part I.L., dated 23rd February 1956, p. 63.
1	I. B. Bobbin Works	Workmen	Ahmedabad	7 days paid leave.	....	7 days paid leave—Acc. 21 days.	....	B. G. G., Part I.L., dated 4th August 1955, pp. 2418 and 2421.
2	Ibrahim Majji Ltd. (Gun Deptt.)	Workmen	Bombay	....	According to Factory Act, 1948 (Sec. 79).	7 days with pay and allowances on medical certificate	....	B. G. G., Part I.L., dated 16th February 1950, p. 511.
3	Idar Municipality	Workers	Idar	20 days	One month	....	....	Settlement, dated 21st December 1953.
4	Iford Solo (India) Pvt. Ltd.	Workmen	Bombay	7 days with pay and D. A.	Less than 7 years 21 days with pay and D. A.—Acc. 42 days. More than 7 years 28 days with pay and D. A.—Acc. 56 days.	14 days with pay and D. A.—Acc. 42 days—Medical certificate for more than 2 days.	....	Settlement dated 27th September 1956.

5	Imperial Cinema	..	..	..	Workmen	..	Bombay	..	10 days with full Pay and allowances	30 days with full Pay and allowances after 11 months Service—Accumulation 90 days.	14 days with full pay and allowance—Acc. 42 days Medical Certificate for more than 4 days.	..	Settlement, dated 22nd February 1956.
6	Imperial Industrial Co.	..	..	..	Workmen	..	Bombay	..	4 days	....	....	..	B.G.G., Part I-L, dated 9th October 1958, p. 4866.
7	Imperial Tobacco Co. of India Ltd.	..	..	..	Workmen	..	Bombay	..	10 days.	30 days—Acc. 45 days.	20 days—Acc: 60 days.	..	B.G.G., Part I-L, dated 1st March 1951, p. 1066.
8	Indian Smelting and Refining Co. Ltd.	..	..	..	Workmen (excluding clerical staff in its factory at Sion.)	..	Bombay	..	....	....	7 days with full Pay and D.A.—Acc. 21 days.	..	B.G.G., Part I-L, dated 30th April 1953, p. 975.
9	India United Mills Ltd.	..	..	..	Workmen /Head office staff).	..	Bombay	..	10 days with full pay and D.A.	15 days who have put in service up to 20 years and 21 days to those having service over 20 years with full pay and D.A.—Accumulation: 45 days and 63 days respectively (for subordinate staff only). One month, Accumulation: 3 months as at present (for clerical staff).	15 days with full basic pay or 7 days with full basic pay and D.A.—Accumulation 42 days (Max. 180 days during the whole period of service).	..	B.G.G., Part I-L, dated 22nd January 1953, pp. 210-213.
10	Indian Cable Co. Ltd.	..	..	..	Workmen (including clerical staff)	..	Bombay	..	....	....	7 days with full pay and D.A.—Accumulation : 28 days.	..	B.G.G., Part I-L, dated 3rd July 1958, pp. 3303-4.
11	Indian Enamel Works Ltd.	..	..	..	Workmen	..	Bombay	..	7 days with full pay and D.A.	As per Factories Act.	10 days with full basic wages and D. A.—Accumulation : 30 days.	..	B.G.G., Part I-L, Dated 6th December 1951, pp. 6269-70.
12	Indian Enamel Works Ltd.,	..	..	..	Workmen	..	Bombay	..	7 days with basic wages and D. A.	As per Factories Act, 1948.	10 days with basic wages and D. A.	..	B.G.G., Part I-L, dated 14th July 1949, p. 712.

APPENDIX VIII—contd.

128

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.					Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.		
1	2	3	4	5	6	7	8	9	
13	Indian Foundries ..	.. Workmen (other than clerical staff).	Bombay	.. 7 days with full wages.	....	....	....	B.G.G., Part I-L, dated 5th May 1955, p.1242.
14	Indian Hume Pipe Co. Ltd.	.. Monthly rated workmen.	Bombay	..	One month on full pay—Accumulation 3 months.	15 days casual leave with full pay and D.A.—Accumulation 30 days.	....	B.G.G., Part I-L, dated 4th September 1951, pp. 4611-12.
15	Indian Hume Pipe Co. Ltd.	.. Daily rated workers.	Thana	.. 7 days as per Wadala Factory.	....	....	....	Settlement, dated 5th October 1955.
16	Indian Hume Pipe Co. Ltd.	.. Monthly rated men and daily rated workmen.	Surat	.. 7 days with full pay and D.A.	....	7 days on full pay and D.A. on Medical Certificate—Accumulation : 21 days.	....	B.G.G., Part I-L, dated 28th February 1957, pp. 1151-52.
17	Indian Hume Pipe Co. Ltd.	.. Permanent daily rated workmen.	Nasik Road	.. 7 days with full pay and D.A.	....	7 days with full pay and D.A. until E. S. I. A. applies.	....	Settlement, dated 11th April 1956.
18	Indian Hume Pipe Co. Ltd.	.. Workmen (daily rated in Factory at Wadala.).	Bombay	.. 7 days with full pay and D.A.	....	7 days with full pay and D.A.—Accumulation 21 days.	....	B.G.G., Part I-L, dated 13th September 1951, pp. 4731-32.
19	Indian Mercantile Agencies Ltd.	.. Workmen ..	Bombay	.. 7 days with full pay and allowances.	....	7 days with full pay and allowances on Medical Certificate.	....	B.G.G., Part I-L, dated 3rd May 1951, p. 2054.
20	Indian National Press (Bombay) Ltd.	.. Workmen ..	Bombay	.. 30 days in a Year inclusive of C. L.; Accumulation : 90 days.	....	7 days in a year with full pay and D.A.—Accumulation : 42 days (Maximum 6 months during the whole period of service).	....	B. G. G., Part I-L, dated 13th October 1949, pp. 1443-1451.
21	Indian Optical Industries ..	.. Workmen ..	Bombay	.. 3 days with pay ..	....	....	....	Settlement, dated 2nd August 1956

22	Indian Oxygen & Acetylene Co. Ltd.	..	Office staff ..	Bombay	15 days sick/casual leave on full pay and D. A. to confirmed employees before completion of one year's service. Out of which not more than 7 days can be taken as C. L. After one year's continuous service, ten days with half pay and half D. A., in addition to the above.	One month with full pay and D. A.—Accumulation: 90 days.	15 days with half pay and half D. A. (in addition to 15 days sick/casual leave mentioned in Col. 5—Accumulation: 45 days.	....	B. G. G., Part I-L, dated 22nd December 1949, pp. 2344-51.
23	Indian Oxygen and Acetylene Co. (Pvt.) Ltd.	..	Workmen ..	Bombay	7 days with full pay and 10 days with half pay.	As per Factories Act, 1948.	Do.	....	B. G. G., Part I-L, dated 22nd December 1949, p. 2368.
24	Indian Plastics Ltd.	..	(1) Workmen including Clerical staff in the Factory and office at Kandivli. (2) Workmen in Radio Section at Kandivli.	Bombay	(1) 5 days with full pay and dearness allowance. (2) 7 days with full pay and 10 days with half pay.	(1) As per Factories Act. (2) As per the Factories Act.	7 days on full Pay and dearness allowance—Acc: 42 days.	....	Settlement, dated 3rd September 1956. (1) B. G. G., Part I-L, dated 5th August 1954, pp. 2028-30. (2) B. G. G., Part I-L, dated 5th September 1947, p.p. 3755-56.
25	Indian Printing Works	..	Workmen ..	Bombay	7 days with wages	As per Factories Act	....	....	Settlement, dated 13th March 1958.
26	Indian Shuttle Co. Ltd.	..	Workmen ..	Bombay	7 days with full pay and D. A.		....	....	B. G. G., Part I-L, dated 14th March 1957, p. 1439.
27	Indian Standard Metal Co. Ltd.	..	Workmen (monthly rated staff).	Bombay	10 days with full pay and D. A.	30 days with full pay and D. A.	15 days on half pay.	....	B. G. G., Part I-L, dated 5th February 1949, pp. 601-2.

APPENDIX VIII—*contd.*

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.					Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.		
1		3	4	5	6	7	8	9	
28	Indian Textile Engineers Ltd.	.. Clerical and subordinate staff.	Bombay	.. As at present i.e. 10 days with full pay and D. A.	As at present i.e. one month with full pay and allowances.—Acc : 3 months.	One month on half pay Max. 12 months throughout the service, with a direction that workers should be allowed to commute their sick leave with half pay into leave for half the available period on full pay.	Leave without pay may be granted when no other leave is due.	B. G. G., Part I-L, dated 14th September 1950, pp. 4148-50.	
		.. Factory or daily rated workers.		7 days with pay and D.A.	For workers with less than 15 years service : 3 weeks, with more than 15 years 4 weeks with pay on Sundays.	15 days on half pay Max. 6 months throughout the service with a direction that workers should be allowed to commute their sick leave with half pay into leave for half the available period on full pay.			
29	Indian Tool Mfrs. Ltd.	.. Workmen (staff Employees).	Bombay	.. 7 days casual leave	One month with full pay and D. A. and other allowances for 11 months completed service.—Acc : 3 months.			B. G. G., Part I-L, dated 24th November 1955, p. 3512.	
		Workmen (staff Employees)	Bombay					B. G. G., Part I-L, dated 15th December 1955, p. 3809.	

30	Indian Tool Mfrs. Ltd.	..	Workmen (other than Clerical Staff).	..	7 days on full pay and D. A.	For workmen who have put in (i) less than 3 years service in the Co. as per Factories Act. (ii) More than 3 years but less than 5 years 18 days with full pay and D. A. (iii) for more than 5 years service: 21 days on full pay and D. A.—Acc; for 3 years' leave.	7 days on full pay and D. A.—Acc: 42 days.	B. G. G., Part I-L, dated 11th December 1952, p. 3868.
31	Indian Tube Mills and Metal Industries Ltd.	Employees	..	Bombay	..	7 days with full wages.	As per Factories Act.	Settlement, Dated 12th November 1957.
32	Indo Belga Engineering Co., Ltd.	..	Workmen	..	Ahmedabad	..	7 days	B. G. G., Part I-L, Dated 24th February 1955, p. 566.
33	Industrial Air Control of India (P) Ltd.	..	Workmen	..	Bombay	..	4 days with pay.	Settlement, Dated 7th February 1958.
34	Industrial Plastic Corporation Ltd	..	Workmen	..	Bombay	..	5 paid days	Unpaid 15 days.
35	International Book House. (Pvt.) Ltd.	..	Workmen	..	Bombay	..	7 days with full pay and allowance.	Settlement, Dated 11th April 1958.
							21 days with full pay and allowance — Acc: 63 days but not more than 42 days in one calendar year.	Settlement, Dated 14th May 1956.
							41 days with full pay and allowance— Accumulations: 42 days. On medical Certificate for more than 3 days.	
36	International Motors Co.	..	Workmen (excluding Clerical Staff).	..	Bombay	..	7 days with full pay.	B. G. G., Part I-L, Dated 8th November 1951, p. 5756.
							15 days with full pay.	
							7 days with full pay on medical certificate in case if more than 2 days— Accumulation : 21 days.	

APPENDIX VIII—*contd.*

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Casual leave.	Privilege leave.	Sick leave.	Other type of leave.	Reference.
1	2	3	4	5	6	7	8	9
37	International Motor Co. ..	..	Workmen (Clerical Staff). ..	..	For service (i) less than 10 years : 21 days, (ii) 10 years and more: 28 days— Acc: 2 years' leave.	....	....	B. G. G., Part I-L, Dated 13th December 1951, p. 6490.
38	International Rubber and General Industries Ltd.	Workmen ..	Bombay ..	7 days as per practice.	As per Factories Act, as per practice.	As per E. S. I. Act.		Settlement, dated 9th December 1958.
39	Islampur Municipality ..	..	Female employees.	..	..	..	Maternity leave as provided in B. G. G. S. (Revised leave Rules).	B. G. G., Part I-L, Dated 24th May 1956, p. 1767.
40	Ismail M. Khan, Bhagurkar, Chandatara Bidi Works.	Workmen ..	Nasik...	..	..	4 Paid days on production of Medical Certificate for more than one day.	....	B. G. G., Part I-L, Dated 16th December 1954, pp. 3359-60.
J								
1	J. B. Patel and Co. ..	..	Workmen ..	..	14 days with wages.	....	....	Settlement, Dated 30th October 1957.
2	J. V. Thakar ..	..	Workmen ..	..	As per F. Act ..	....	....	B. G. G., Part I-L, Dated 6th March 1952, pp. 1001-2.
3	J. Walter Thompson Co. (Eastern) Ltd.	..	Workmen ..	..	Existing practice of granting at discretion continues. Acc: 42 days.	14 days on full pay M. C. for more than 2 days. Acc.: 56 days. Discretion to grant for longer period in genuine and describing cases.	....	B. G. G., Part I-L, Dated 6th January 1951, p. 6249-50.

4	Jagadamba Printing Works	..	Workmen	..	Bombay.	....	....	5 days sick- <i>cum</i> -C. L with full pay.	....	B. G. G., Part I-L, Dated 8th May 1958, p. 2242.
5	Jagjivandas Narotamdas Metal Factory	..	Workmen	..	Bombay	..	7 days.	7 days with full pay and D. A.	....	B. G. G., Part I-L, Dated 28th July 1949, p.p. 852-53.
6	District Local Board East Khandesh	..	Workmen (other than clerical office staff).	..	Jalgaon	..	7 days on full pay and D. A.	15 days on full pay and D. A.	....	B. G. G., Part I-L, Dated 17th January 1957, p. p. 348-49.
7	Jallo Subsidiary Industries Co. (India) Ltd.	..	Workmen (daily rated).	..	Bombay.	..	1 day with pay	5 days with pay ..	....	B. G. G., Part I-L, Dated 8th October 1953, p. 2165.
8	Jalpan Guna Shed No. 8	..	Workmen	..	Bombay	..	1 day with pay	7 days with pay on M. C.—Acc: 21 days.	....	B. G. G., Part I-L, Dated 25th February 1954, p. 434.
9	James Finlay and Co. Ltd.	..	(1) Workmen than sepoys, hamals, drivers). (2) Drivers.	..	Bombay.	..	....	One month with full pay and allowance after 11 months service.—Acc: 2 months. 3 weeks with full pay and allowance—Acc: 6 weeks. 21 days on full pay and D. A.—Acc: 42 days.	....	U. P. Adj. Ref. (IT) No. 53 of 1958, Dated 9th December 1958.
10	James Finlay & Co. Ltd.,	..	Hamals and Sepoys.	..	Bombay	..	7 days	7 days on full pay and D. A. on M. C. Acc: 14 days. Maximum 3 months in entire period of service (Discretion to Co., to double the normal period with half pay and half D. A. if employee desires).	....	B. G. G., Part I-L, Dated 28th September 1950, p. p. 4387-80.
11	Jamnadas Amaram Bidi Merchant	..	Workman	..	Ahmedabad	..	One week with wages (on average earnings during preceding six months)	One week with wages (on average earnings during the preceding six months).	....	B. G. G., Part I-L, Dated 24th July 1952, p. 2478.
12	Jamthi Gram Panchayat Committee	..	Workmen	..	Jamthi (E. K.)	..	As per B. C. S Rules.	7 days with pay ..	....	Settlement, Dated 26th November 1956.
13	Janasatta Karyalaya	..	Workmen	..	Ahmedabad	..	7 days with pay ..	7 days with pay on M. C. till E. S. I. S. applies.	....	B. G. G., Part I-L, Dated 10th January 1957, p. 173.

APPENDIX VIII—*contd.*

Serial No.	Name of the Concern.	Type of workman covered.	Centre.	Nature and quantum of leave.				Reference
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.	
1	2	3	4	5	6	7	8	9
14	Janta Restaurant and Lodge.	.. Workmen	.. .. .	7 days with wages..	....	7 days with wages on M. C.	....	B. G. G., Part I-L, dated 21st November 1956. p. 4256.
15	M/s Jashwantlal Kantilal	.. Workmen	.. Bombay	.. .. .	As per F. Act.	.. .. .	....	B. G. G., Part I-L, dated 31st August 1950, p. 3918.
16	Jaswant Iron & Textile Works	.. Workmen	.. Ahmedabad	.. 7 days	.. .. .	.. .. .	....	Settlement, dated 26th September 1957.
17	Jawahar Hindoo Hotel	.. Workmen	.. Ahmedabad	.. 7 days with wages..	.. .. .	7 days with wages.	....	Settlement, dated 30th August 1955.
18	Jayanand Khira & Co. Pvt. Ltd.,	.. Workmen	.. Bombay	.. 6 days with wages and D. A.	.. .. .	.. .. .	....	Settlement, dated 28th August 1956.
19	Jayant Corroging Industry	.. Workmen	.. Bombay	.. 6 days with full wages.	.. .. .	.. .. .	....	Settlement, dated 20th June 1958.
20	Jayant Metal Industries	.. Workmen	.. Bombay	.. .. .	.. .. .	4 days until E. S. I. S. applies.	....	Settlement, dated 20th March 1956.
21	Jayant Metal Mfg. Co.,	.. Workmen	.. Bombay	.. .. .	.. .. .	10 days half pay and half D. A.—Acc: 20 days (M. C. for more than 2 days).	....	B. G. G., Part I-L, dated 25th May 1950, p. 2181.
22	Jayant Paper Box Factory	.. Workmen	.. Bombay	.. 6 days with full wages.	.. .. .	.. .. .	....	Settlement, dated 20th June 1958.
23	Jayant Paper Box Factory	.. Workmen	.. Bombay	.. 4 days with full pay	.. .. .	.. .. .	....	Settlement, dated 28th May 1956.
24	Jayems Beechy & Co. Pvt. Ltd.,	.. Workmen	.. Bombay	.. 3 days with wages	As per F. Act	.. .. .	....	Settlement, dated 17th August 1957.
25	Jethabhai Hirji & Co.,	.. Workmen	.. Bombay	.. .. .	According to F. Act, 1948.	7 days with pay and allowances on M. C. beyond one day	....	B. G. G., Part I-L, dated 16th February 1950, p. 511.

26	Jivraj Shah & Co. ..	..	Workmen ..	Bombay ..	5 days with full wages.	....	As per Employees' State Insurance Scheme.	....	Settlement, dated 24th August 1957.
27	John Flemming & Co., ..	..	Workmen ..	Bombay ..	10 days ..	Twenty-eight days—Fifteen days—Acc: 56 days.	Acc: 56 days.	....	Settlement, dated 9th August 1956.
28	John T. Hardaker (India) Pvt. Ltd.	..	Workmen ..	Bombay ..	Seven days with wages and D. A.	According to Factories Act, 1948.	to As per E. S. I. Act, 1948.	....	Settlement, dated 24th August 1956.
29	Jonson & Nickolson ..	..	Employees ..	Bombay ..	10 days ..	For less than 10 years service 3 weeks for 10 years and over 4 weeks—Acc: 60 days.	One month with full pay and D. A. on M. C. Additional sick leave with full pay and D. A.	12 weeks Maternity leave with full pay and D. A.	Settlement, dated 6th June 1958.
30	Josts Engineering Co. Ltd., ..	..	Workmen ..	Bombay ..	Present practice to continue i. e.—3 days at a time with prior permission.	30 days—Acc: 30 days.	14 days—Acc: 42 days.	....	B. G. G., Part I-L, dated 15th May 1958, p. 2437-38.
31	Jubilee Mills Co-operative Supply Society Ltd.	..	Workmen ..	Ahmedabad ..	As per Factories Act, 1948.	....	....	....	Settlement, dated 30th June 1952.
32	Jupiter Mills Consumer's Co-operative Society Ltd.	..	Workmen ..	Ahmedabad ..	....	....	....	15 days leave every year.	Settlement, dated 10th September 1952.
33	Jyoti Ltd. ..	..	Workmen ..	Baroda ..	7 days ..	7 days on full pay and D. A. on M. C. for more than 2 days—Acc: 21 days.	....	....	B. G. G., Part I-L, dated 25th September 1958, p. 4536-40.
K									
1	K. C. Tiwari & Sons, Bidi Merchants ..	..	Workmen ..	Nasik ..	....	....	4 paid days on production of M. C. for more than one day.	....	B. G. G., Part I-L, dated 16th December 1954, p. 3359-60.
2	K. E. M. Hospital ..	..	Workmen ..	Poona ..	7 days with full pay and D. A.	15 days after 11½ months. With full pay and D. A.—Acc: 30 days.	20 days on half pay on M. C.	Maternity leave of 42 days with full pay and allowances.	Settlement, dated 22nd November 1957.

APPENDIX VIII—*contd.*

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.				Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.	
1	2	3	4	5	6	7	8	9
3	K. J. Engineering Co.	.. Workmen	.. Bombay	.. 7 days with full wages and D. A.	....	....	....	B. G. G., Part I-L, dated 31st May 1956, p. 1963.
4	K. T. Dongre & Co. Private Ltd.	.. Workmen	.. Bombay	.. 5 days	.. As per Factories Act or Shops and Estt. Act, 1948. 7 days add. for more than 10 years service.	....	....	Settlement, dated 27th August 1956.
5	Messrs. K. T. Dongre & Co. Ltd.	.. Workmen (Clerical staff at Head Office).	.. Bombay	.. 12 days	.. 21 days—Acc: 42 days as per present practice.	22 days on half salary or 11 days on full salary inclusive of D. A. —Acc: for 3 years leave.	....	Settlement, dated 18th July 1957.
6	K. T. Steel Industries Ltd.	.. Workmen (at Ambarnath).	.. Bombay	.. 7 days with full pay and allowances.	....	7 days with full pay and allowances.	....	B. G. G., Part I-L, dated 15th February 1951, p. 915.
7	K. T. Steel Industries	.. Workmen other than clerical staff.	.. Ambarnath	.. ....	....	As per previous Award viz. 7 days with full pay and D. A.—Acc: 1 month.	....	B. G. G., Part I-L, dated 5th November 1953, p p. 2502-3.
8	Kachhivisha Oswal Printing Press	.. Workmen	.. Bombay	.. 3 days with wages	....	....	....	Settlement, dated 10th December 1958.
9	Kadi Municipality	.. Workmen	.. Kadi	.. 20 days with full pay and D. A.	15 days with full pay and D. A.	....	Maternity leave as provided under B.M.B. Act, 1929.	Settlement, dated 25th September 1954

10	Kailas Cotton Press	..	..	Workmen	..	Bombay	..	7 days with full pay and D. A.	As per Factories Act.	8 days with full pay and D. A.—Acc: 16 days. Med. Cer. for more than 3 days.	....	Settlement dated 1956.	30th October
11	Kala Mandir	..	..	Workmen	..	Baroda	..	....	As per S. Estt. Act.	7 days	....	Settlement, dated 1956.	20th October
12	Kala Mandir	..	..	Workmen	..	Baroda	..	....	7 days with wages	7 days with wages	....	Settlement, dated 30th October 1958.	
13	Kalamkhush Karyalaya	..	..	Workmen	..	Ahmedabad	..	7 days full paid.	....	....	....	Settlement, dated 11th August 1958.	
14	The Kalol Municipality	..	..	Safai Kamdars (including sweepers and scavengers.)	..	Kalol	..	20 days with full pay and D. A.	15 days with full pay and D. A.—Acc: 45 days.	....	Maternity leave as per the Bombay Maternity Benefit Act, 1929.	B. G. G., Part I-L, dated 3rd June 1954, p. 1390.	
15	Kalyan Borough Municipality	..	..	Workmen	..	Kalyan	..	....	....	1 month on half pay as per existing practice.	....	Settlement, dated 23rd June 1955.	
16	Kamal Talkies	..	..	Workmen	..	Bombay	..	10 days with full pay and allowance.	1 month with full pay and D. A. after 11 months service—Acc: 3 months.	15 days with full pay and allowance—Acc: 45 days on medical certificate for more than 4 days.	....	Settlement, dated 11th February 1957.	
17	Kamala Mills Ltd. (Head Office)	..	..	Subordinate staff.	..	Bombay	..	7 days with pay inclusive of D. A.	14 days with wages inclusive of D. A.—Acc: 42 days.	....	....	Settlement, dated 29th February 1956.	
18	Kamani Engineering Corporation Ltd.	..	..	Workmen (Staff).	..	Bombay	..	Present practice i.e. 15 days with pay and D. A. to continue.	Present practice to continue.	10 days—Acc: for 30 days.	....	B. G. G., Part I-L, dated 23rd August 1951, p. 4259.	
19	Kamdar Ltd.	..	..	Workmen (other than clerical staff).	..	Bombay	..	6 days with full pay and D. A.	As per Factories Act—Acc: 3 years leave.	10 days with full pay and D. A.—Acc: 1 month.	Unpaid leave one month—Acc: 2 months.	B. G. G., Part I-L, dated 9th August 1951, p. 4134.	
20	Kandivli Metal Works	..	..	Daily rated workmen (directly employed).	..	Bombay	..	3 days with wages	As per Factories Act.	....	....	Settlement, dated 14th February 1956.	

APPENDIX VIII—contd

Serial No.	Name of the Concern.	Type of workmen covered.	Centres.	Nature and quantum of leave.					Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.		
1	2	3	4	5	6	7	8	9	
21	Karomali & Co. ..	.. Workmen ..	Bombay ..	....	According to Factories Act, 1948 (Sec. 79).	Seven days with pay and allowances on medical certificate.	....	B. G. G., Part I-L, dated 16th February 1950, p. 511.
22	Kardar Productions ..	.. Workmen ..	Bombay ..	Ten days as per present practice.	15 days after completion of one complete continuous year of service as per existing practice.—Acc: 1 month.	15 days on medical certificate as per existing practice.	....	B. G. G., Part I-L, dated 30th October 1952, p. 3444.
23	The Karnatak Printing Press ..	.. Workmen ..	Bombay ..	Six days with full pay.	....	....	....	B. G. G., Part I-L, dated 27th November 1958, p. 5870.
24	Kasti Grampanchayat ..	.. Workmen ..	Kasti (Ahmednagar).	15 days with pay and Allowances.	1 month with pay and Allowances.	15 days with pay and Allowances.	....	Settlement, dated 4th September 1956.
25	Kemp & Co. Ltd. ..	.. Employees ..	Bombay ..	Seven days ..	21 days—Acc: 42 days.	15 days.	....	B. G. G., Part I-L, dated 13th November 1952, pp. 3642-43.
26	Khadi Saranjam Karyalaya ..	.. Workmen ..	Ahmedabad ..	Seven days fully paid.	....	....	....	Settlement, dated 23rd September 1958.
27	Khandelwal Metal & Engineering Works ..	.. Workmen ..	Bombay ..	Five paid days ..	....	....	....	B. G. G., Part I-L, dated 6th November 1958, p. 5347.
28	Khanvilkar Litho Press ..	.. Workmen ..	Bombay ..	Seven days discretion to Management to grant more in deserving cases.	....	....	....	B. G. G., Part I-L, dated 16th June 1955, p. 1784.
29	Kherula Municipality ..	.. Workmen (Safai Kamgars).	Kherula ..	As at present 15 days paid.	One month with full pay and D. A.—Acc: 2 months.	As given to other permanent class IV employees e.g., peons etc.	Maternity leave as per B.M.B. Act.	B. G. G., Part I-L, dated 3rd June 1954, pp. 1383-84.

30	Khira Steel Works Pvt. Ltd.	..	Workmen (Excluding clerks).	Bombay	..	Six paid days	..	....	....	Settlement, dated 28th August 1956.
31	Kikabhai Harivallabhdas & Sons	..	Workmen	Bombay	..	Five days with full pay and D. A.	..	....	....	B. G. G., Part I-L, dated 2nd April 1953, p. 728.
32	King George V Memorial Infirmary	..	Workmen (other than clerical staff).	Bombay	..	One week	..	15 days as hitherto	..	B. G. G., Part I-L, dated 25th December 1952, p. 4029.
33	Kirloskar Brothers Ltd.	..	Workmen (including charmen and Supervisors) not governed by the Factories Act.	Kirloskarwadi (South Satara).	..	Twenty days with full pay and other allowances.	..	21 days with pay, D. A. and other allowances.—Acc: 42 days.	15 days on half pay and allowances.—Acc: 90 days. Total period of sick leave in the course of service should not exceed 6 months. Leave will be available only on production of medical certificate. Sick leave can be availed of only after P. L. is exhausted.	B. G. G., Part I-L, dated 30th August 1951, pp. 4444-47.
34	Kirloskar Oil Engines Ltd.	..	Workmen (including clerical staff)	Poona	..	Seven days with full pay and D. A.	..	As per F. Act	6 days with full pay and D. A. or 12 days with half pay and half D. A.	B. G. G., Part I-L, dated 21st February 1952, pp. 813-14.
35	Kirloskar Oil Engines Ltd.	..	Monthly rated and daily rated workmen.	Kirkee (Poona).	..	....	..	15 days (including P.L. under F. Act—Acc: 45 days.)	....	B. G. G., Part I-L, dated 17th July 1958, pp. 3601-02.
36	Kirti Works (Tablets.)	..	Monthly rated workmen excluding Clerks.	Bombay	..	Five days paid	..	....	....	Settlement, dated 16th October 1956.
37	Kismat Talkies	..	Workmen	Bombay	..	Seven days	..	21 days with full pay and allowances after 1½ months' service.—Acc: 63 days.	14 days with full pay and D. A.—Acc: 42 days.	Settlement, dated 1st December 1956.

APPENDIX VIII—*contd.*

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.					Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.		
1	2	3	4	5	6	7	8	9	
38	Kohinoor Cinema ..	.. Workmen ..	Bombay	.. Seven days with full pay and D. A.	21 days with full pay and allowances after 11½ months' service—Acc: 63 days.	14 days with full pay and D. A.—Acc: 42 days.	....	Settlement, dated 24th July 1956.
39	Kooverji Dervshi and Co. Pvt. Ltd.	.. Workmen ..	Bombay	.. Three days with pay.	....	....	....	Settlement, dated 6th August 1957.
40	Kopergaon Municipality	.. W o r k m e n including clerical staff.	Kopergaon	.. ....	As per B. C. S. R.	As. per B. C. S. R.	Maternity leave as per B. C. S. R.	Settlement, dated 29th October 1956.
41	Kotak Stores ..	.. Workmen ..	Bombay	.. ....	As per Factories Act.	....	....	B. G. G., Part I-L, dated 6th March 1952, pp. 1001-02.
42	Kotkar Enamel Works	.. W o r k e r s (excluding clerks, watchmen and contractors).	Bombay	.. Five days with wages and D. A.	As per Factories Act	....	....	Settlement, dated 22nd February 1956.
43	Krishna Cinema ..	.. Workmen ..	Ahmedabad	.. Seven days with wages.	....	7 days with full wages.—Acc: 21 days.	....	B. G. G., Part I-L, dated 17th March 1955, p. 812.
44	Krishna Cotton Press	.. Workmen ..	Bombay	.. Seven days with full pay and D. A.	As per Factories Act, 1948.	8 days with full pay and D. A. for more than 3 days—Acc: 16 days.	....	Settlement, dated 30th October 1956.
45	Krishna Talkies ..	.. Workmen ..	Baroda	.. ....	As under the Shops and Establishments Act.	7 days	....	Settlement, dated 20th October 1956.
46	Krishna Talkies ..	.. Workmen ..	Baroda	.. ....	....	7 days with wages..	....	Settlement, dated 30th October 1958.
47	Krishna Trading Co...	.. Workmen ..	Bombay	.. Five days with full pay.	As per Factories Act	....	....	Settlement, dated 11th February 1957.
48	Kulke Engineering Works Ltd. ..	.. Workmen ..	Ichalkaranji	.. 5 days	....	5 days with wages and D. A.	....	B. G. G., Part I-L, dated 27th January 1955, pp. 261-2.

49	Kum Kum Talkies	..	..	Workmen	..	Bombay	..	Seven days with full pay and D. A.	21 days with full pay and all allowances after 11½ months' service— Acc.: 63 days. As per Factories Act.	....	....	Settlement, dated 22nd October 1955.
50	Kumar Metal Industries	..	..	Workmen	..	Bombay	..	Six days with full wages and D. A.	As per Factories Act.	....	....	Settlement, dated 27th May 1957.
51	Kurduwadi Municipality	..	..	Workmen	..	Kurduwadi	..	As per Municipal Rules.	....	....	Maternity leave as per M. B. Act, 1929.	Settlement, dated 20th November 1956.
L												
1	L. A. Stronach & Co. (India) Ltd.	..	..	Workmen	..	Bombay	..	....	Three weeks— Acc.: Six weeks.	..	Fifteen days per year.	Settlement, dated 16th April 1955.
2	L. N. Talkies	..	..	Workmen	..	Ahmedabad	..	Seven days with wages.	....	....	Seven days with full wages. Acc.: Twenty-one days.	B. G. G., Part I-L, dated 17th March 1955, p. 812.
3	Laboratory Apparatus Works	..	..	Workmen	..	Poona	..	Five days with full pay.	As per Factories Act.	..	Seven days with full pay. Acc.: Twenty-one days.	Settlement, dated 9th November 1957.
4	Lamington Talkies	..	..	Workmen	..	Bombay	..	Ten days with full pay and allowance.	Thirty days with full pay and allowances for every 11 months' service— Acc.: 90 days	..	Fifteen days with full pay and allowance M. C. for more than 4 days— Acc.: 90 days.	B. G. G., Part I-L, dated 20th March 1958, pp. 1373-74.
5	Larsen & Toubro Ltd.	..	..	Monthly rated.	..	Bombay	..	Ten days on full pay as existing.	As existing i.e., one month with full pay. Acc.: Three months (granted in addition).	..	One month on half pay. Max. 12 months during whole service (option to convert into leave with full wages by having the leave on half wages is granted).	B. G. G., Part I-L, dated 1st February 1951, pp. 460-62.
....	....	..	..	Daily rated	..	Bombay	..	Seven days with full pay as existing. Acc.: Fifty-four days.	Eighteen days with pay and allowances. Acc.: Fifty-four days.	..	Fifteen days on half pay (option to convert leave with full wages 1½ half-ing the leave on half wages is granted). Max. six months during the whole service.	

APPENDIX VIII—*contd.*

Serial No.	Name of the Concern.	Type of workmen covered	Centre.	Nature and quantum of leave.					Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.		
1	2	3	4	5	6	7	8	9	
6	Latham Abercrombie & Co. Ltd.	.. W o r k m e n (Head Office Staff) Clerical and Menial.	Bombay	.. Seven days on full pay and allowances as existing.	As existing i.e., those with service of 1 to 5 years; 14 days with full pay and allowances. Those with service over five years and less than twelve years: Twenty one days on full pay and allowances. Those with service over twelve years. Twenty eight days on full pay and allowances.	Twenty-one days on full pay and allowance on M. C. as existing. Acc.: Forty-two days.	....	B. G. G., Part I-L, dated 20th August 1953, p. 1894.
7	Laxmi Talkies	.. Workmen	Ahmedabad	.. Seven days with wages.	....	Seven days with full wages. Acc.: Twenty-one days.	....	B. G. G., Part I-L, dated 17th March 1955, p. 812.
8	The Laxmi Vilas Hindu Hotel	.. Workmen	Ahmedabad	.. Seven days	....	Seven days with wages on M. C. Acc.: Twenty one days.	....	B. G. G., Part I-L, dated 13th October 1955, pp. 3118-19.
9	Laxmiratan Engineering Works Ltd.	.. W o r k m e n (Head Office).	Bombay	.. Ten days with full pay and allowance.	Thirty days—Acc.: Sixty days.	Fifteen days with full pay and on M. C. Acc.: Sixty days.	....	B. G. G., Part I-L, dated 4th February 1954, p. 224.

10	Ledget Cotton Press Co.	..	..	Workmen	..	Bombay	..	Seven days with full pay and D. A.	As per the Factory Act, 1948.	Eight days with full pay and D. A. M. C. for more than 3 days.— Acc : Sixteen days.	....	Settlement, dated 30th October 1956.
11	Lidant Electric Co.	..	..	Workmen	..	Bombay	..	Five days with full wages.	....	Seven days with full pay and D. A. i.e., consolidated wage paid by the Co.— Acc : Twenty one days.	....	B. G. G., Part I-L, dated 4th October 1954, p. 5157.
12	Light House	..	..	Workmen	..	Ahmedabad	..	Seven days with wages.	....	Seven days with full wages— Acc : twenty one days.	....	B. G. G., Part I-L, dated 17th March 1955, p. 812.
13	Lipika Press	..	..	Workmen	..	Bombay	..	Four days with pay.	....	....	....	Settlement, dated 20th May 1958.
14	Literate Wear	..	..	Workmen	..	Bombay	..	..	As per Factory Act.	....	Two weeks leave without pay after every year of service.	Settlement, dated 8th February 1958.
15	Lok Prakashan Ltd.	..	..	Workmen including workmen, watchmen and Peons.	..	Ahmedabad	..	Seven days with pay.	....	Seven days with pay.	....	Settlement, dated 3rd August 1957.
16	Lok Prakashan Ltd.,	..	..	Workmen	..	Ahmedabad	..	..	....	Seven days with pay and D. A.	....	B. G. G., Part I-L, dated 20th January 1954, p. 196.
17	Loksangrahak Press and Poona Ananth Vidyarthi Griha Publication.	..	..	Workmen	..	Poona	..	..	....	Five days with full wages (including D. A.) after one year's service. M.C. for more than 2 days—Acc : Ten days.	....	Settlement, dated 11th August 1958.
18	Loksatta (Gujarati Daily)	..	..	Workmen (excluding workmen, journalists.)	..	Baroda	..	..	The present practice of 30 days combined leave, to be continued. Acc : 60 days.	..	....	U. P. Adj. Ref. (IT) No. 30 of 1957, dated 28th February 1958.
19	Lord Kin Printery	..	..	Workmen	..	Ahmedabad	..	10 days.	..	..	..	Settlement, dated 11th January 1955.

APPENDIX VIII—contd.

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.					Reference.
				Casual Leave.	Privilege leave.	Sick leave.	Other type of leave.		
1	2	3	4	5	6	7	8	9	
L									
20	Lucas Indian Service Ltd.	..	Bombay	Ten days with full pay and D. A.	Twenty-one days with full pay and D. A.—Acc: 42 days.	Seven days with full pay and D. A. M. C. for more than 3 days—Acc: 42 days.	....	B. G. G. Part I-L dated 28th May 1953, p. 1224.
21	Lucky Star Hindu Restaurant	..	Ahmedabad	Seven days with wages.	..	Seven days with wages—Acc: 21 days.	....	B. G. G., Part I-L, dated 25th October 1956, p. 4178.
22	Lunawada Municipality	..	Lunawada	Fifteen days.	One month	....	Maternity leave as per B.M.B. Act.	B. G. G., Part I-L, dated 16th July 1953, p. 1600.
M									
1	M. M. Khambatwala	..	Ahmedabad	7 days.	..	6 days but not allowed if E.S.I.A. is applied.	....	Settlement dated 5th December 1956.
2	MM. Panchal & Co. Nos. 1 and 2.	..	Ahmedabad	7 days with wages.	..	7 days with Wages, M. C. for more than 1 day—Acc: 21 days to be discontinued on application of E.S.I.S. 7 paid days.	....	B. G. G., Part I-L, daed 20th November 1958, p. 5695.
3	Machinery Supplying Co.	..	Ahmedabad	7 days.	....	....	....	B. G. G., Part I-L, dated 20th December 1956, p. 4989.
4	Mackinnon Mackenzie & Co. Ltd.	..	Bombay	..	As per present viz. 30 days—Acc: 90 days; availability in one year restricted to 60 days.	As at present viz. 60 days with full pay and allowances: 60 days with half pay and allowances. 60 days without pay. Further leave at Company's discretion. (This is for entire tenure of service).	....	B. G. G., Part I-L, dated 3rd September 1953, pp. 1947-48.

5	Madhavil Narandas & Sons	..	Workmen	..	Ahmedabad	..	1 week with wages.	....	B. G. G., Part I-L, dated 24th July 1952, p. 2478.
6	Madhusudan Oil Products	..	Workmen	..	Talod	..	One day's paid after every 35 days' work.	....	U. P. Adj. Ref. (IT) No. 112 of 1957, dated 23rd November 1957.
7	Mahadeo Maruti Borawake Rahata	..	Workmen	..	Ahmednagar	..	7 days with pay ..	....	Settlement, dated 17th October 1956.
8	Mahaxami Glass Works	..	Workmen	..	Bombay	..	4 days with full wages.	....	Settlement, dated 7th May 1958.
9	Mahaxami Vijay Iron and Brass Factory	..	Workmen	..	Ahmedabad	..	7 days ..	....	B. G. G., Part I-L, dated 18th September 1958, p. 4494.
10	Mahaxami Vilas Hindu Hotel	..	Workmen	..	Ahmedabad	..	7 days with full wages.	....	B. G. G., Part I-L, dated 25th August 1955, p. 2641.
11	Mohamed Mechanical Works	..	Workmen	..	Bombay	..	7 days with full pay and allowances on acc.	....	B. G. G., Part I-L, dated 21st December 1950, p. 6188.
12	Maharaja Printing Works	..	Workmen	..	Bombay	..	7 days with full pay Sick-cum-casual leave after 1 year's service. When E. S. I. Act is made applicable the whole of leave has to be treated as casual leave.	....	Settlement, dated 16th October 1958.
13	Maharani Shantidevi Talkies	..	Workmen	..	Baroda	..	7 days with wages	....	Settlement, dated 30th October 1958.
14	Maharani Shantidevi Talkies	..	Workmen	..	Baroda	..	Under the S. and Estt. Act.	....	Settlement, dated 20th October 1956.
15	Majestic Cinema	..	Workmen	..	Bombay	..	10 days with full pay and allowances.	....	Settlement, dated 17th May 1958.
16	Majestic Cinema	..	Workmen	..	Bombay	..	10 days with full pay and allowances.	....	Settlement, dated 31st August 1956.


APPENDIX VIII—contd.

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.					Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.		
1	2	3	4	5	6	7	8	9	
17	Makenzies Ltd.	.. Workmen	Bombay	.. 7 days on full pay and D.A.	....	As existing i.e., thirty days with full pay—Acc: 21 days granted in addition.	....	B. G. G., Part I-L, dated 29th March 1951, p. 1462.	
18	Malad District Municipality	.. Workmen	.. Malad (Dist. Thana).	As per B. C. S. R. ...	....	As per B. C. S. R.	Maternity leave as per B. C. S. R.	Settlement, dated 3rd February 1956.	
19	Malkepur Municipality	.. Workmen	.. Malkapur	.. 20 days	.. 1 month.	.. 20 days	2 months maternity leave.	B. G. G., Part I-L, dated 8th March 1955, pp. 663-65.	
20	Mangaldas Jethabhai and Sons	.. Workmen	.. Ahmedabad	.. 7 days with full wages.	....	7 days with full wages.—Acc: 2 years.	....	U. P. Adj. Ref. (IT) No. 150 of 1957, dated 29th November 1957.	
21	Mangaldas Narandas	.. Workmen	.. Ahmedabad	.. 1 week with wages.	....	1 week with wages.	....	B. G. G., Part I-L, dated 24th July 1952, p. 2478.	
22	Mangalvedha Municipality	.. Workmen	.. Mangalvedha.	As per Municipal Rules and B. C. S. Rules.	}	....	....	Settlement, dated 18th July 1957.	
23	Maniar Bros.	.. Workmen	.. Bombay	5 paid days.	Settlement, dated 13th September 1955.
24	Manik Studios	.. Workmen	.. Poona	.. 7 days	.. 15 days with full pay inclusive of leave under F. Act.—Acc: 2 years.	7 days with full pay.—Acc: 1 month.	....	B. G. G., Part I-L, dated 28th February 1952, pp. 903-5.	
25	Manorath Printery	.. Workmen	.. Ahmedabad.	.. ....	....	7 days with full wages.—Acc: 42 days.	....	Settlement, dated 12th December 1955.	

26	Martin & Harris Ltd.	..	..	Workmen other than Clerical Staff.	Bombay	..	7 days	..	14 days.—Acc: 21 days M. C. for more than 3 days.	42	7 days.—Acc: 21 days M. C. for more than 3 days.	....	B. G. G., Part I-L, dated 6th October 1955, p. 3031.
27	Martin & Harris Ltd.	..	..	Clerical Staff ..	....	..	As at present	..	14 days for service below 5 years, Acc: 45 days, 21 for 5-12 years, M. C. for more than 3 days.	56	15 days on full pay and D. A.—Acc: 45 days, M. C. for more than 3 days.	....	B. G. G., Part I-L, dated 21st February 1957, p. 979-80.
28	Mather and Platt Ltd.	..	..	Workmen (permanent).	Bombay	..	Ten days with full pay and Allow- ance.	..	One day for every ten days' service.—Acc: 62 days.	..	One month on half pay and D. A.	Unpaid leave at the discretion of the Manager in special circumstances. No quantum fixed.	U. P. Adj. Ref. (IT) No. 84 of 58, dated 3rd November 1958.
29	Mather and Platt Ltd.	..	..	Workmen (excluding Godown workmen).	Bombay	..	....	..	One day with pay inclusive of allowances for every thirteen days work put in.—Acc: two years leave.	....	....	....	Settlement, dated 3rd February 1956,
30	May and Baker Ltd.	..	..	Workmen	Bombay	..	Seven days with full pay and D. A.	..	Acc: 42 days as at present.	..	Ten days with full pay and D. A. as at present.	....	B. G. G., Part I-L, dated 21st June 1951, p. 3039-41.
31	Mayoor Printery	..	..	Workmen	Ahmedabad	..	Ten days	..	....	..	....	....	Settlement, dated 11th January 1955.
32	Mazgaon Dock Ltd.	..	..	Workmen	Bombay	..	7 days for every 250 days of work including weekly holidays, palidays and days of absence due to injury on duty.	..	15 days for every 250 days of work which includes weekly holidays, palidays and days of absence due to injury on duty.—Acc: 45 days.	..	As per E. S. I. Act. 15 days on half pay to employees not covered under E. S. I. Act.	Twenty-one days leave without pay.—Acc: 63 days.	B. G. G., Part I-L, dated 18th October 1956, p. 4007-11.
33	Mazgaon Tin Factory	..	..	Workmen	Bombay	..	Seven days with full pay and allowance.	..	As per Factories Act, 1948.	..	Seven days with full pay on M. C. for more than one day.	Fifteen days leave without pay.	B. G. G., Part I-L, dated 12th January 1950, p. 150-51.

APPENDIX VIII—contd.

Serial No.	Name of the concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.				Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.	
1	2	3	4	5	6	7	8	9
34	Meherally Saw Mill and Timber Works	.. Workmen	.. Bombay	.. Seven days	.. ..	Seven days.—Acc: 42 days M. C. for more than one day.	....	B. G. G., Part I-L, dated 23rd August 1951, pp. 4351-52.
35	Mehsana Municipality	.. Workmen (Safai Kamgars).	Mehsana	.. Fifteen days	.. One month	.. ..	Two months maternity leave as per B. M. B. Act	B. G. G., Part I-L, dated 13th May 1954, p. 1103.
36	Metal Box Co. of India Ltd.	.. Monthly rated Workers.	Bombay	.. ..	As existing i. e. for service less than 5 years 3 weeks with full pay and allowance and above 5 yrs. one month.	.. ..	....	B. G. G., Part I-L, dated 28th June 1951, pp. 3127-29.
37	Metal Rolling Works Ltd.	Daily rated Workmen.	....	7 days with half pay and half D. A. as existing.	Twenty days with full pay and allowance after 12 months service.—Acc: sixty days.	Fifteen days on full pay and D. A. Max. six months during service.	10 days unpaid leave.	....
37	Metal Rolling Works Ltd.	Workmen (both daily rated and monthly rated other than clerical staff).	Bombay	.. Seven days with full pay and D. A.	According to Factories Act, 1948.	Seven days on full pay and D. A.	....	B. G. G., Part I-L, dated 7th June 1951, pp. 2785-86.
38	Metalware Industries	.. Workmen	.. Bombay	.. Seven days with pay.	As per Factories Act.	Ten days with pay.—Acc: Thirty days.	....	B. G. G., Part I-L, dated 23rd June 1949, p. 530.
39	Methodist Hospital ..	.. Hospital Employees.	Nadiad	.. Seven days with full pay and D. A.	Thirty days for every year of Service.	Two weeks with full pay and D. A. every year.	....	Settlement, Dated 13th April 1956.

40	Metropolitan Garages Ltd.	..	..	Workmen ex-cluding (Clerical staff).	Bombay	..	....	Seven days with full pay and D. A.—Acc: 42 days.	....	B. G., Part I-L, dated 20th March 1952, p. 1221.
41	Mhatre's Art Studio	..	..	Workmen	Bombay	..	....	Seven days with pay.	....	Settlement, dated 11th February 1956.
42	Minerva Talkies	..	..	Workmen	Bombay	..	....	One month with full pay and allowance—Acc: Three months.	....	U. P. Adj. Ref. (IT) No. 198 of 1956, dated 20th July 1957.
43	Minimax Ltd.	..	..	(i) Workmen.	Bombay	..	....	Seven days with full pay and D. A.	....	B. G., Part I-L, dated 18th December 1952, pp. 3996-97.
<div style="text-align: center;">  <p>सत्यमेव जयते</p> </div>										....
<div style="text-align: center;"> <p>(ii) Clerical staff in office and the Godown.</p> <p>(iii) Manual Workmen in Godown and Peons in office.</p> </div>										....
44	Mirabelle Hotel Co. (P) Ltd.	..	..	Workmen	Bombay	..	....	As per Shops and Estt. Act.	15 days unpaid.	Settlement, dated 3rd September 1956.
45	Miraj Mission Hospital	..	..	Workmen (other than Doctors, Nurses and Nursing Probationers.)	Miraj	..	....	As existing i.e. 1 month—Acc: 1 years leave. Provided in case of those drawing below Rs. 35 as basic pay.	Maternity leave Two months. One month on full pay for maternity pro-per and the rest first against sick leave and there after privilege leave balance.	B. G., Part I-L, dated 22nd February 1951, p. 1005.

APPENDIX VIII—contd.

150

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.					Reference
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.		
1	2	3	4	5	6	7	8	9	
46	Mistry Stores No. 1 and 2	.. Workmen	.. Bombay	.. ....	As per Factories Act.	....	....	....	B. G. G., Part. I-L, dated 6th March 1952, pp. 1001-2.
47	Model Art Printery Pvt. Ltd.	.. Workmen	.. Bombay	.. Four days with pay under provision of standing orders.		Five days with pay. M. C. for more than 2 days.			Settlement, dated 1st July 1953.
48	Model Engineering Works	.. Workmen	.. Bombay	.. Seven days with full pay.		7 days with pay. M. C. for more than 3 days.	....	....	Settlement, dated 22nd November 1954.
49	Model Talkies	.. Workmen	.. Ahmedabad	.. Seven days with wages.		Seven days with full wages—Acc: Twenty one days.	....	....	B. G. G., Part I-L, dated 17th March 1955, p. 812.
50	Modern Caping and Casting Factory	.. Workmen	.. Bombay	.. Five days	..				Settlement, dated 14th June 1955.
51	Modern Engineering and Moulding Co., Ltd.	.. Workmen	.. Ahmedabad	.. Seven days with full wages.	....	Seven days with full wages.	....	....	B. G. G., Part I-L, dated 28th June 1956, p. 2274.
52	Modern Litho Press	.. Workmen	.. Bombay	.. Three paid days	.. Existing 14 days as per Factories Act.	....	....	....	B. G. G., Part I-L, dated 12th June 1958, p. 3046.
53	Modern Spinning and Weaving Mills Co-operative Credit and Supply Co. Ltd.	.. C a n t o n W o r k e r s .	.. Ahmedabad	.. ....	.. Leave with wages as per Factories Act, 1948.	....	....	....	Settlement, dated 30th June 1952.
54	Mody and Co.	.. Workmen	.. Bombay	.. Four days with pay	....	7 days with pay—Acc: 21 days M. C. for more than 3 days. To be discontinued when E. S. I. Act applies	....	....	Settlement, dated 29th January 1958
55	Mohataste Islami Hotel	.. Hotel workers	.. Ahmedabad	.. Seven days	....	Seven days	....	....	Settlement, dated 30th December 1954.

56	Mohan Morarji	..	..	Workmen	..	Bombay	..	....	As per Factories Act.	Seven days with pay and allowances M. C. for more than 1 day.	....	B. G. G., Part I-L, dated 16th February 1950, pp. 511-12.
57	Mohan Pictures	..	..	Workmen	..	Bombay	..	Ten days	Fifteen days after completion of one complete continuous year of service.—Acc: one month.	Fifteen days on M. C.	....	B. G. G., Part I-L, dated 30th October 1952, p. 3444.
58	Mohan Talkies	..	..	Workmen	..	Baroda	..	....	....	Seven days on half pay.	....	Settlement, dated 20th October 1956.
59	Mohan Talkies	..	..	Workmen	..	Baroda	..	....	....	7 days with wages..	....	Settlement, dated 30th October 1958.
60	Mohanlal Lakeland Metal Works	..	..	Workmen	..	Navasari	..	As per the Factories Act.	....	....	....	Settlement, dated 2nd February 1956.
61	Mukund Iron and Steel Works Ltd.	..	..	Workmen	..	Bombay	..	Seven days with full pay and allowance.	Fifteen days with full pay and allowances.—Acc: 45 days recommended.	Seven days with full pay and allowance.—Acc: 21 days, recommended.	....	B. G. G., Part I-L, dated 5th January 1950, pp. 23-24.
62	Mulchand Narottamdas	..	..	Permanent workmen.	..	Bombay	..	Five days with full pay.	....	....	....	Settlement, dated 7th February 1957.
63	Muller & Phipps (India) Ltd.	..	..	Workmen (Clerical staff).	..	Bombay	..	7 days with full basic pay plus D. A.	15 days with full basic pay plus D. A.—Acc: 90 days discretion per one calendar year of service. Maximum twenty-eight days.—Acc: 2 years leave.	15 days with full basic pay plus D. A.—Acc: 90 days discretion to grant beyond accumulation with or without pay.	....	Settlement, dated 23rd August 1956.
64	Muller & Phipps (India) Ltd.	..	..	Workmen (Excluded in g clerks).	..	Bombay	..	Seven days	Fifteen days with full pay and D. A. in a year plus one day per year of service. Subject to Maximum twenty-one days.—Acc: not more than one years' leave.	Fifteen days with full pay and D. A.—Acc: Ninety days.	....	Settlement, dated 9th December 1954.
65	Munshi & Co. (P.) Ltd.	..	..	Workmen	..	Bombay	..	Four days	....	....	....	Settlement, dated 21st November 1957.

APPENDIX VIII—contd.

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.					Referen e
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.		
1	2	3	4	5	6	7	8	9	
66	Muradkhan Fatekhan	.. Workmen	.. Ahmedabad	.. One week with wages.	....	One week with wages.	....	B. G. G., Part I-L, dated 24th July 1952, p. 2478.
67	Mysore Sugandhi Dhoop Factory	.. Workmen	.. Bombay	.. Seven days with full pay.	....	Seven days with full pay on Medical Certificate—Acc.: Twenty-one days.	....	Settlement, dated 15th October 1956.
N									
1	N. Devidas & Co.	.. Workmen	.. Bombay	..	According to Factory Act, 1948.	7 days with pay and D. A.	....	B. G. G., Part I-L, dated 16th February 1956, p. 511.
2	Nadiad Borough Municipality	.. Workmen (Sanitary staff).	.. Nadiad (Kaira)	20 days	.. 15 days	..	Maternity leave for 49 days.	B. G. G., Part I-L, dated 19th January 1950, p. 261.	
3	Nadiad Oil Mills	.. Workmen	.. Nadiad	.. 7 days	..	....	....	Settlement, dated 4th May 1957.
4	Nagardas Bechardas & Bros., Iron & Brass Factory, Ahmedabad.	.. Workmen	.. Ahmedabad..	7 days with pay in a year.	....	....	Leave with wages. As per Factories Act, 1948.	Settlement, dated 1st January 1958.
5	National Hospital	.. All the staff including icons, Watchman, Sweepers, etc.	.. Bombay	.. Ten days with full pay and D. A.	Thirty days with full pay and D. A.—Acc.: Two years.	Five days with full pay and D. A.—Acc.: Three years.	Maternity leave 42 days.	Settlement, dated 3rd July 1958.	
6	Nandurbar Borough Municipality	.. Workmen (Menial staff).	.. Nandurbar (W. K.)	.. Fifteen days	.. Thirty days with full pay and D. A.	....	Maternity leave as per B. C. S. Rules applicable to Class IV servants	Settlement dated 23rd February 1957.

7	Nanuram Ghasiram Moulding Works	..	W o r k m e n (Other than Clerical staff).	..	Ahmedabad	..	Seven days with wages. Not more than 3 days at a time.	....	7 days with pay— Acc: 21 days.	....	B. G. G., Part I-L, dated 7th February 1957, p. 715.
8	Mapier Hotel	..	Workmen	..	Poona	..	7 days with pay in- cluding food al- lowance at Re. 1 per day.	....	In addition leave under the B. S. E Act.	....	Settlement, dated 29th January 1959.
9	Naran Lala Metal Works	..	Workmen	..	Nasari	..	10 days with out pay	....	As per Factories Act	....	Settlement, dated 10th April 1954.
10	Narayan Oil Mills	..	Workmen	..	Bombay	..	7 days	....	As per Factories Act	....	B. G. G., Part I-L, dated 24th August 1950, p. 3786.
11	Narbada Valley Chemical Industries Co. Ltd.	..	Workmen	..	Rajpipla	..	7 days with full pay and D. A.	....	As per Factories Act	....	B. G. G., Part I-L, dated 17th May 1956, p. 1769.
12	Narsi Mulji & Co.	..	Workmen	..	Bombay	..	....	....	As per Factories Act	....	B. G. G., Part I-L, dated 16th February 1950, p. 511.
13	Narottamdas P. Shah & Co.	..	Workmen	..	Bombay	..	....	....	As per Factories Act	....	B. G. G., Part I-L, dated 16th February 1950, p. 511.
14	Narsi Mulji & Co.	..	All	..	Bombay	..	7 days with full pay	....	As per Factories Act	....	Settlement, dated 4th November 1957.
15	National Chemical Works	..	All	..	Bombay	..	5 days	....	....	....	Settlement, dated 20th January 1956
16	National Electrical Industries Ltd.	..	Workmen (other than clerical staff).	..	Bombay	..	7 days from 1955 onwards.	....	As per Factories Act	....	B. G. G., Part I-L, dated 13th March 1954, p. 1123.
17	National Engineering Works	..	Workmen (ex- cluding cleri- cal staff).	..	Bombay	..	7 days	....	....	....	B. G. G., Part I-L, dated 19th December 1957, p. 5824.
18	National Garage Ltd.	..	All employees	..	Bombay	..	10 days with full pay and D. A.	....	15 days with full pay and D. A.—Acc: 30 days.	....	Settlement, dated 9th March 1956. (Co-agreed to give leave as per award, dated 16th February 1956, p. 528).
19	National Garage Ltd.	..	Workmen	..	Bombay	..	10 days with full pay and D. A.	....	15 days with full pay and D. A.—Acc: 30 days.	....	B. G. G., Part I-L, dated 16th February 1950, p. 532.

APPENDIX VIII—contd.

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.				Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.	
1	2	3	4	5	6	7	8	9
20	National Hospital .. ..	.. Workmen	.. Bombay	.. ..	.. ..	.. ..	Maternity leave 42 days with pay.	U. P. Adj. Ref. (IT) No. 173 of, 1956, dated 3rd August 1957.
21	National Sales & Services Pvt. Ltd.	.. All	.. Bombay	.. 8 days	.. 30 days with pay and D. A. (including Sundays and Holidays).—Acc: 90 days.	.. 8 days	..	Settlement dated 31st May 1956
22	National Shuttle Mfg. Works	.. Workmen	.. Ahmedabad	.. 7 days. Not more than 2 days at a time.	..	.. 7 days—Acc: 21 days.	..	B. G. G., Part I-L, dated 18th September 1958, p. 4449.
23	National Steel Works Ltd.	.. Daily rated	.. Bombay	.. 5 days not more than 2 days at a time.	.. As per Factories Act.—Acc: 45 days.	.. 10 days—Acc: 30 days Max. Leave in service 6 months.	..	B. G. G. Part I-L, dated 5th July 51, p. 3296.
24	National Talkies	.. All	.. Bombay	.. 7 days with full pay and D. A.	.. 21 days with full pay and D. A. after 11½ months' service.—Acc: 63 days.	.. 15 days with full pay and D. A.—Acc: 45 days.	..	Settlement, dated 4th September 1957.
25	National Trading Co.	.. All	.. Bombay	.. 7 days with full pay.	.. ..	.. ..	..	Settlement, dated 6th April 1956.
26	National Wire Heald Works	.. Workmen	.. Bombay	.. 5 days with pay	.. ..	.. ..	..	Settlement, dated 17th March 1958.
27	Natvarlal & Co.	.. All	.. Bombay	.. 3 days with wages..	.. As per Factories Act	.. ..	..	Settlement, dated 14th February 1956.
28	Nav Prabhat Printing Press	.. Workmen	.. Ahmedabad	.. 5 days with wages..	.. As per Factories Act	.. 7 days with wages—Acc: 21 days.	..	B. G. G., Part I-L, dated 21st June 1958, pp. 3054-55.
29	Navshakti Newspapers Ltd.	.. Workmen	.. Bombay	.. Included in P. L. ...	.. 30 days including C. L.—Acc: 90 days.	.. 7 days with full pay and D. A.—Acc: 42 days. Max. period of S.L. in a service is 6 months.	..	B. G. G., Part I-L, dated December 1949, p. 2253. (B. G. G., Part I-L, dated 13th October 1949, p. 1451).

30	Naz Restaurant, Ahmedabad ..	Employees ..	Ahmedabad ..	7 days in a year ..	....	7 days in a year ..	....	Settlement, dated 12th October 1954.
31	Neri (Budruk) Gram Panchayat Committee ..	Workmen ..	Neri (Budruk).	As per B.C.S. Rules to applicable Class IV, Bombay Govt. servants.	....	....	....	Settlement, dated 18th August 1956.
32	New Bharat Printing Press ..	All ..	Bombay ..	7 days ..	....	....	....	Settlement, dated 21st January 1956.
33	New Book Co. (Pvt.) Ltd. ..	Workmen ..	Bombay ..	7 days with full pay and allowance to permanent workers.	....	14 days with full pay and allowance— Acc: 28 days. M. C. More than 2 days.	....	U. P. Adj. Ref. (TP) No. 93 of 57, dated 6th November 1957.
34	New Commercial Mills Co-operative Supply Society, Ltd. ..	Hotel Workers, Ahmedabad ..	....	Leave with wages according to Factories Act.	....	....	....	Settlement, dated 12th January 1953.
35	New Edward Bakery ..	Workmen ..	Bombay ..	7 days with wages.	....	For the days they are sick with wages in G. Bombay on production of Medical Certificate from Reg. Medical Practitioner.	....	Settlement, dated 18th January 1953.
36	New Engineering Works ..	Workmen ..	Bombay ..	4 days with wages ..	....	....	....	Settlement, dated 17th April 1957.
37	New Folwot Bakery ..	Workmen ..	Bombay ..	7 days with full wages.	....	....	....	B. G. G., Part I-L, dated 25th October 1956, p. 4162.
38	New Indian Industries Ltd.'s Employees Co-operative Credit Society Ltd. ..	Workmen ..	Baroda ..	7 days ..	....	....	....	Settlement, dated 4th October 1957.
39	New Jack Printing Works ..	Workmen (excluding Office Clerks).	Bombay ..	After 100 days working 1 day for every 10 days of actual work.—Acc: 60 days.	....	....	....	B. G. G., Part I-L, dated 3rd September 1953, p. 1938.
40	New Jack Printing Works ..	Workmen ..	Bombay ..	Included in P. L. ..	....	7 days with full pay and D. A.—Acc: 30 days inclusive of C. L.—Acc: 90 days.	....	B. G. G., Part I-L, dated 27th July 1950, p. 3232 (Inf. from B.G.G. dated 13th October 1949, p. 1451).
41	New National Mill Supply Society Ltd. ..	Co-operative Hotel Workers, Ahmedabad ..	As Factories Act, 1948.	....	....	....	....	Settlement, dated 18th December 1952.

APPENDIX VIII—*contd.*

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.					Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.		
1	2	3	4	5	6	7	8	9	
42	New Persian Bakery	..	W o r k m e n (Daily rated, monthly but excluding clerical staff).	Bombay	..	....	....	....	B. G. G., Part I-L, dated 22nd September 1955, p. 2931.
43	New Piece Goods Bazar Co., Ltd.	..	Clerical Staff and Cutters.	Bombay	..	....	....	....	B. G. G., Part I-L, dated 14th June 1951, p. 2883.
44	New Piece Goods Bazar Co., Ltd.	..	All	Bombay	..	7 days	1 month's leave with full wages,— Acc: 90 days.	15 days.—Acc: 45 days.	Settlement, dated 13th June 1956.
45	New Roshan Talkies	..	Workmen	Bombay	..	7 days	21 days with full pay and allowance after 11½ months' service.—Acc: 63 days.	14 days with pay and D. A.—Acc: 42 days.	Settlement, dated 14th March 1955.
46	New Sagar Printing Press	..	All	Bombay	..	3 days	....	....	Settlement, dated 24th December 1957.
47	New Talkies	..	Workmen	Bombay	..	7 days	21 days with full pay and D. A.— Acc: 3 months.	15 days with full pay and D. A.— Acc: 3 months.	Settlement, dated 27th August 1957.
48	New Shirin Talkies	..	All	Bombay	..	7 days	21 days with full pay and allowance.— Acc: 90 days.	15 days with full pay and allowance.— Acc: 90 days.	Settlement, dated 11th September 1958.
49	New Shirin Talkies	..	All	Bombay	..	7 days	21 days with full pay and allowance.— Acc: 63 days.	14 days with full pay and D. A.— Acc: 42 days.	Settlement, dated 14th March 1958.

50	New Standard Engineering Co., Ltd.	..	Workmen	..	Bombay	..	7 days with wages and D. A.	..	7 days with Wages and D. A.—Acc. 21 days.	....	B. G. G., Part I-L, dated 10th August 1959, p. 3494.
51	New Star Industries Ltd.	..	All	..	Bombay	..	4 days with wages.	..	....	....	Settlement, dated 24th September 1955.
52	New Suryodaya Bhojanalaya	..	Workmen	..	Ahmedabad	..	7 days with full wages.	..	7 days with full wages.	....	B. G. G., Part I-L, dated 8th November 1956, p. 4395.
53	New Talkies, Bandra	..	Workmen	..	Bombay	..	7 days with full pay and D. A.	..	14 days	....	B. G. G., Part I-L, dated 7th October 1954, p. 2752.
54	New Metal Works, Ltd.	..	Daily rated	..	Bombay	..	4 days	..	....	....	Settlement, dated 4th October 1955.
55	New Vijaya Industries, Ltd.	..	Workmen	..	Sangli	..	5 days in a year	..	....	....	B. G. G., Part I-L, dated 15th August 1957, p. 3551.
56	Nila Products	..	Workmen	..	Bombay	..	7 days	..	....	....	Settlement, dated 12th November 1954.
57	Nishat Talkies	..	Workmen	..	Poona	..	7 days	..	21 days—Acc: 3 months.	....	B. G. G., Part I-L, dated 13th December 1956, p. 4823.
58	Nishat Talkies	..	All	..	Bombay	..	7 days	..	21 days with full pay and allowances—Acc: 63 days.	....	Settlement, dated 11th July 1956.
59	Noble Steel Products, Ltd.	..	Workmen monthly paid.	..	Bombay	..	7 days with full pay.	..	1 month—Acc: upto 3 months.	....	Settlement, dated 4th August 1956.
60	Nogi & Co.	..	Workmen (Other than clerical staff).	..	Bombay	..	3 days with full pay and allowances.	..	15 days plus one day for every 3 years service—Acc: 3 years.	....	B. G. G., Part I-L, dated 31st January 1957, p. 544.
61	Moorbhai Bidi Works	..	Workmen	..	Ahmedabad	..	7 days with wages.	..	Seven days with wages.	....	B. G. G., Part I-L, dated 15th December 1955, p. 3817.
62	North Satara District Local Board	..	Workmen	..	Satara	..	10 days.	..	20 days	....	U. P. Adj. Ref(II) No. 34 of 1958, dated 1st April 1958.
63	Novelty Talkies	..	Workmen	..	Ahmedabad	..	7 days with wages.	..	7 days with full wages—Acc: 21 days.	....	B. G. G., Part I-L, dated 17th March 1955, p. 812.
64	Novelty Theatres (P) Ltd. for Deccan Theatres.	..	Employees	..	Poona	..	7 days with full pay	..	21 days with full pay in a year—Acc: 42 days.	....	Settlement, dated 15th November 1958.

APPENDIX VII—*contd.*

Serial.	Name of the Concern	Type of workmen covered.	Centre.	Nature and quantum of leave.			Other type of leave.	Reference.
				Casual leave	Privilege leave.	Sick leave.		
1	2	3	4	5	6	7	8	9
65	Novelty Theatres (P) Ltd. for New Appollo Theatre.	Employees	Poona	7 days with full pay.	21 days with pay in a year.—Acc: 42 days.	14 days in a year with full pay and D. A.—Acc: 84 days.		Settlement, dated 15th November 1958.
66	Novelty Theatres (P) Ltd., for Excelsior Theatre.	Employees	Poona	7 days with pay.	21 days with full pay in a year.—Acc: 42 days.	14 days with pay in a year.—Acc: 84 days.	....	Settlement, dated 15th November 1958.
1	Ogale Glass Works, Ltd.	Workmen	Ogalewadi	....	....	Six days with pay and allowance on M. C.—Acc: 3 years leave.	....	Settlement, dated 15th June 1955.
2	Ojas Cosmetics & Pharmaceutical Corporation Factory No. 2.	Workmen	Ahmedabad	Four days with wages.	....	E. S. I. Act, as per existing practice.	....	U. P. ADJ. Ref. (IT) No. 35 of 1957, dated 31st July 1957.
3	Olympic Art & Litho Printers	Workmen	Bombay	Seven days.	As per the provisions of F. Act.	....	....	Settlement, dated 17th December 1955.
4	Oriental Metal Pressing Works	Workmen	Bombay	Seven days with full pay and D. A.	As per F. Act	Seven days with pay and D. A.—Acc: Forty-two days as at present.	One month unpaid leave in a year subject to exigencies.	Ref. (IT) No. 93 B. G. G., Part I-L, dated 4th January 1951, p. 55.
5	Oriental Pharmaceutical Industries Ltd.	Workmen	Bombay	Seven days.	As per F. Act, 1948.	....	....	Settlement, dated 26th April 1957.
1	P. Dhanjibhai & Sons., Ahmedabad	Workmen	Ahmedabad	7 days with full pay and D. A.	....	Seven days with pay and D. A.	....	Settlement, dated 30th August 1958.
2	P. Dhanjibhai & Sons	Workmen	Ahmedabad	7 days with full pay and D. A.	....	7 days with full pay and D. A.	....	U. P. A. J. Ref. (IT) No. 98 of 1956, dated 5th August 1957.

3	Padra Municipality	..	Workmen (Safai Kamgars).	Padra, District Baroda.	15 days with pay and D. A.—Acc : 30 days.	....	Maternity Leave to female workers 1½ months with pay and D. A.	B. G. G., Part I-L, dated 13th August 1953, p. 1788.
4	Padra Municipality	..	Workmen (Safai Kamdars).	Padra, District Baroda.	15 days .. 15 days	....	Maternity leave. 4 weeks exceeding up to 6 weeks.	U. P. Adj. Ref.(IT) No. 25 of 1957, dated 8th May 1957.
5	Pahelvi Bakery	..	Workmen (including Clerks).	Bombay ..	7 days on full pay and allowances.	....	....	B. G. G., Part I-L, dated 1st November 1956. p. 4239.
6	Paisa Fund Glass Works	..	Workmen ..	Talegaon Dabhadre.	7 days with full pay and D. A.	....	....	Settlement, dated 12th October 1953.
7	Palace Talkies	..	All ..	Bombay ..	7 days with full pay and D. A.	14 days with full pay and D. A.—Acc : 42 days.	....	Settlement, dated 16th March 1956.
8	Palekar and Co.	..	All ..	Bombay ..	Five days ..	As per Factories Act.	....	Settlement, dated 9th May 1956.
9	Panchal Engineering Works	..	Workmen ..	Ahmedabad ..	7 days with pay ..	As per Factories Act.	....	B. G. G., Part I-L, dated 10th January 1957, p. 167.
10	Panchal Iron Works	..	Workmen ..	Bombay ..	7 days with full pay and D. A.	As per Factories Act.	....	B. G. G., Part I-L, dated 4th January 1951, Pp. 139-140.
11	Pandharpur Municipality	..	Workmen (Menial)	Pandharpur (Sholapur).	As per rules in Chapter VII of the Municipality Rules.	Maternity leave 45 days.	....	B. G. G., Part I-L, dated 8th September 1949, P. 1232.
12	Paragaon Engineering Co. Ltd.	..	Workmen ..	Bombay ..	15 days with full pay and D. A.	7 days with pay and D. A.	....	B. G. G., Part I-L, dated 28th July 1949, P. 792.
13	Paramount Dyes and Chemicals Pvt. Ltd.	..	Workmen ..	Bombay ..	At the discretion of the Management.	1 month.—Acc : up to 2 months.	....	U. P. Adj. Ref.(IT) No. 190 of 1957, dated 6th February 1958.
14	Paramount Films of India Ltd.	..	Workmen ..	Bombay ..	5 days ..	Present practice of 15 days on half pay—granting 4 weeks leave for 12 months complete service to be continued.	....	B. G. G., Part I-L, dated 23rd March 1950, P. 1287.

APPENDIX—contd.

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.					Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.		
1	2	3	4	5	6	7	8	9	
P									
15	Paramount Talkies	Employees	Poona	7 days with full pay and allowances.	21 days with full pay and allowances after 11 months service (includes leave provided not more than 28 days under S. and E. Act.)	14 days with full pay and allowances.— Acc : 6 months provided not more than 28 days taken in 12 months.	...	Settlement, dated 20th December 1958.	
16	Parekh Litho Works	Workmen other than clerks.	Bombay	7 days with wages ..	14 days with wages— Acc : 42 days.	As per E. S. I. Act.	...	B. G. G., part I-L, dated 26th September 1957, p. 4171.	
17	Parikh Litho Works	All	Bombay	Combined leave at the rate of one day's for every 10 days of work.— Acc : 60 days.	....	....	...	Settlement, dated 20th August 1953.
18	Parimal Talkies	Workmen	Ahmedabad	7 days with Wages..	....	7 days with wages.— Acc : 21 days.	...	B. G. G., Part I-L, dated 17th March 1955, p. 812.
19	Parke, Davis & Co. Ltd.	(1) Monthly rated Bombay Workmen (Factory and administration.) (2) Daily rated Workmen.	Bombay	7 days with full pay.	(a) 1 but less than 8 years service—three weeks per year. (b) 8 years services— Over 4 weeks per year— Acc : 8 weeks. (2) As per Factories Act.	Those having : (1) less than 3 months service no leave. (2) three months but less than 6 months service. One week's leave on full pay ; with six months and over, but less than 5 yrs., 3 weeks on full pay and 3 weeks on half pay ; with service of five yrs. and over but less than	Maternity leave : Factory Workmen : E. S. I. S. apply monthly rated : in sufficient leave is not available, leave will be granted as per E. S. I. S.	Settlement, dated 15th October 1956.	

10 years :—One month's sick leave on full pay and one month's sick leave on half pay ; with service of 10 years and over : 6 weeks on full pay and 6 weeks on half pay.

(2) daily rated: Covered by the Employers' State Insurance Scheme.

20	Parle-Andheri Borough Municipality (including Jogehwari)	..	Workmen	..	Bombay	..	....	As per Bombay Municipal Service Regulations.	....	....	B. G. G., Part I-L, dated 17th May 1951, p. 2490.
21	Parola Municipality	..	Workmen	..	Parola (E. K.)	..	15 days with pay.	1 month per year.	....	40 days maternity leave.	Settlement, dated 19th November 1957.
22	Parsottam Ramjibhai	..	Workmen	..	Ahmedabad	..	1 week with wages.	....	1 week with wages.	....	B. G. G., Part I-L, dated 24th July 1952, p. 2578.
23	Pashabhai Patel & Co. Ltd.	..	Workmen	..	Bombay	..	7 days with full wages and D.A.	(1) 1 month to those who are being paid D.A. on Slab basis - Acc: 3 months. (2) According to Factories Act or S. & Estts. Act whichever is applicable to those who are paid flat D.A. of Rs. 55 p.m.	7 days with pay.—Acc. 21 days M.C. for more than 2 days.	....	U. P. Adj. Ref. (IT) No. 2 of 58, dated 11th July 1957.
24	Patan Municipality	..	Workmen (Safai Kam-darn.)	..	Patan	..	15 days with full pay.	....	15 days with half pay.	....	B. G. G., Part I-L, dated 11th April 1957, p. 1831.

APPENDIX VIII—*contd.*

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.				Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.	
1	2	3	4	5	6	7	8	9
25	Patent Tiffin Carrier Sanghvi & Co.	.. Permanent Workmen.	Poona	.. 5 days every year.	....	5 days with pay M. C. for more than one day.	....	Settlement, dated 8th January 1955.
26	Pathardi Village Panchayat	.. Workmen	Pathardi (Ahmednagar)	.. As per B. C. S. Rules.	B. C. S. Rules.	....	....	Settlement, dated 18th June 1956.
27	Patuck Cin & Press Factory	.. All	Bombay	.. 7 days with full pay and D.A.	As per F. Act 48	8 days with full pay and D.A.—Acc: 16 days.	....	Settlement, dated 24th September 1956.
28	Pednuchar & Co. Ltd.	.. All	Bombay	.. 3 days	....	....	....	Settlement, dated 23rd November 1954.
29	Pednuchar Varnish & Paint Works	.. Workmen	Bombay	.. 7 days with pay	....	7 days with pay	....	B.G.G., Part I-L, dated 27th January 1955, p. 287.
30	Perfecta Printing Works	.. Workmen	Bombay	.. As per B. C. S. Rules.	As per F. Act	7 days with wages—Acc: 42 days.	....	B.G.G., Part I-L, dated 24th December 1953, p. 2823.
31	Petlad Municipality	.. Workmen (Sai Kamgar).	Petlad (Kaira)	.. 50 days	.. 1 month	20 days	Maternity leave 8 weeks.	B.G.G., Part I-L, dated 12th July 1951, p. 3378.
32	Pharmed Ltd.	.. All Employees.	Bombay	.. 7 days	.. 21 days inclusive of leave according to F. Act.	....	....	Settlement, dated 29th June 1955.
33	Philpress	.. Workmen	Bombay	.. ....	28 days with pay, out of which 7 days will be treated for casual purpose—Acc: 56 days.	....	....	Settlement, dated 29th January 1957.
34	Plastella	.. Workmen	Bombay	.. 4 days	.. ....	....	....	B.G.G., Part I-L, dated 16th June 1955, page 1763.
35	Podar Saw Mills	.. Workmen (including Clerical staff)	Bombay	.. 5 days with full pay.	....	....	....	B.G.G., Part I-L, dated 21st July 1955, page 2184.

36	Pooneer Rubber Mills (Bombay) Ltd.	..	Workmen (ex- cluding Clerks).	..	Bombay	..	7 days with pay and D. A.	....	....	....	B. G. G. Part I-L, dated 2nd February 1956, p. 299.
37	Poona District Local Board	..	Workmen ..	..	Poona	..	....	1 day/2nd of duty days with pay.	7 days paid in a year on medical certificate.	....	Settlement, dated 20th February 1958.
38	Poona District Local Board	..	Workmen ..	..	Poona	..	7 days with pay ..	....	....	....	Settlement, dated 3rd May 1956.
39	Poona Municipal Corporation	..	Workmen in Fire Brigade Service etc. Permanents.	..	Poona	..	15 days ..	40 days ..	12 days ..	..	Maternity leave of 3 months. Special disa- bility leave of 8 months at a time. Hospital leave of 3 months after 3 years ser- vice.
<div>सत्यमेव जयते</div>											
	Temporary ..	..	....	..	15 days ..	23 days ..	6 days ..	..	Maternity leave of 3 months after 2 years' service. Spe- cial disability leave of 8 months at a time (after sanction of the standing committee). Hospital leave of 3 months after 2 years ser- vice.	....	Settlement, dated 10th July 1956.
40	Popular Pharmacy	..	..	..	All	..	6 days with wages and P. A.	21 days with wages and D. A. - Acc.: 42 days. Not more than 30 days at a time.	....	....	Settlement, dated 26th November 1958.
41	Popular Process Studio	..	..	..	Workmen ..	..	3 days with wages.	full ..	....	....	Settlement, dated 26th November 1958.

APPENDIX VII—contd.

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.					Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.		
1	2	3	4	5	6	7	8	9	
42	Powells Ltd.	.. Workmen (Monthly rated).	Bombay	.. 7 days not more than 3 days at a time.	.. 1 month in the year—Acc.: 2 months.	10 days on full pay and D. A.—Acc.: 60 days.	....	B. G. G., Part I-L, dated 8th January 1953, p. 82.
43	Powells Ltd.	.. Employees of Arthopaedic appliance section.	Bombay	.. 7 days	.. According to Factories Act.	7 days with full pay and D. A.—Acc.: 42 days.	....	B. G. G., Part I-L, dated 5th June 1951, pp. 3231-32.
44	Poysha Industrial Co.	.. Workmen	Bombay	.. 7 days with wages and allowance.	..	10 days with wages and allowance.—Acc.: 20 days.	....	Settlement, dated 3rd August 1954.
45	Prabhat Film Co. Ltd.	.. Workmen	Poona	.. 7 days	.. 15 days with full pay for every 11 months service. This includes leave under Factories Act.	14 days with half pay—Acc.: 2 months.	....	B. G. G., Part I-L, dated 29th November 1951, p. 6132.
46	Prabhat Theatres Private Ltd.	.. Employees	Poona	.. 7 days with full pay.	.. 21 days with full pay after 11 months' employment—Acc.: 60 days.	14 days with full pay—Acc.: 6 months provided not more than 28 days taken in 12 months on Medical Certificate.	....	Settlement, dated 18th June 1958.
47	Practical Engineering Works, Bombay	.. Workmen	Bombay	.. 6 days	..	....	....	B. G. G., Part I-L, dated 27th December 1956, p. 5112.
48	Prakash Cotton Mills Ltd.	.. Head Office staff.	Bombay	.. 10 days	.. 30 days—Acc.: 90 days.	....	....	Settlement, dated 26th July 1956.
49	Prantij Municipality	.. Workmen (Safai Prantij Kaudars).		..	.. C. L., P. L. Maternity leave and sick leave as per Municipality's Service Rules applicable to other employees.	....	....	B. G. G., Part I-L, dated 13th July 1950, p. 2843.

50	Pratap Talkies	..	..	Workmen	..	Ahmedabad	..	7 days with wages.	...	7 days with full wages—Acc: 21 days.	....	B. G. G., Part I-L, dated 17th March 1955, p. 812.
51	Pratap Talkies	..	..	Employees	..	Shrirampur	..	7 days	..	14 days in a year ..	....	Settlement, dated 9th August 1956.
52	Pratap Talkies	..	..	All workmen	..	Baroda	..	....	Under the Shops and Estts. Act.	7 days in a year ..	....	Settlement, dated 20th October 1956.
53	Pratibha Mudranalaya	..	..	Workmen	..	Poona	..	7 days	..	7 days with full pay—Acc: 21 days.	....	B. G. G., Part I-L, dated 28th July 1955, pp. 2310-11.
54	Premier Offset Works	..	..	Workmen	..	Bombay	..	Included in P. L. ..	30 days inclusive of C. I.—Acc: 90 days.	7 days in a year with full pay and D. A.—Acc: 42 days.	....	B. G. G., Part I-L, dated 28th December 1950, p. 6273. (13th October 1949, p. 1451).
55	Pride of India Press	..	..	Workmen	..	Bombay	..	7 days	..	14 days as per F. Act.	....	Settlement, dated 9th January 1954.
56	Prince Talkies and 8 other Talkies	..	..	All types	..	Baroda	..	....	....	7 days with wages.	....	Settlement, dated 30th October 1958.
57	Prince Talkies	..	..	All workmen	..	Baroda	..	....	Under the S. and Estts. Act.	7 days in a year ..	....	Settlement, dated 20th October 1956.
58	Production Engineers Corporation	..	..	Workmen	..	Poona	..	3 days with pay ..	....	under the E. S. I. Act.	....	B. G. G., Part I-L, dated 14th November 1957, p. 4973.
59	Punjab Bakery	..	..	Workmen (including clerks).	..	Bombay	..	3 days on full pay and D. A. or with free food.	....	7 days on full pay and D. A. or with free food.	....	B. G. G., Part I-L, dated 8th November 1956, p. 4412.
60	Punjab Metal Works	..	..	All	..	Bombay	..	3 days with pay ..	....	....	....	Settlement, dated 4th January 1955.
61	Punjabi Moti Halwai Karachiwalla	..	..	Workmen	..	Bombay	..	....	....	7 days with pay and D. A.	....	Settlement, dated 22nd May 1957.
62	Purnima Restaurant and Lodge Ahmedabad..	..	..	Hotel Workers..	..	Ahmedabad	..	7 days with wages per year	....	7 days with wages per year.	....	Settlement, dated 19th July 1958.
63	Purohit Bros.	..	..	Workmen	..	Bombay	..	....	..	As per Shops and Estts. Act.	....	Settlement, dated 6th December 1956.
64	Purohit Hotel	..	..	Workmen	..	Bombay	..	5 days	..	7 days with full pay—Acc: 21 days.	....	B. G. G., Part I-L, dated 6th August 1953, p. 1765.
1	Queen's Chemists	..	..	Workmen	..	Bombay	..	Seven days in a year with full pay and D. A.	....	....	....	Settlement, dated 14th November 1957.

APPENDIX VIII—contd.

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.					Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.		
1	2	3	4	5	6	7	8	9	
R									
1	R. A. Cole Pvt. Ltd...	.. All Employees	Bombay	7 days with wages..	As per Factories Act, 1948.	....	....	Settlement, dated 23rd March 1957
2	R. M. Engineering Works	.. Workmen	Ahmedabad	7 days	..	....	....	Settlement, dated 8th May 1956
3	R. M. S. Employees Co-operative Canteen	.. Workmen	Bombay	7 days with pay ..	14 days with wages	7 days with pay— Acc: 21 days.	....	Settlement, dated 29th November 1958.
4	R. R. Paints Industries (India) ..	.. Workmen (Permanent).	Bombay	4 days	..	....	....	Settlement, dated 12th September 1957.
5	Radio Talkies	.. All	Bombay	....	21 days with wages after 11½ months' service.—Acc: 42 days.	21 days with pay inclusive of C. L.	....	Settlement, dated 27th August 1955.
6	Rainbow Pearl Products	.. All	Bombay	3 days on full pay	63 days—Acc: in deserving cases.	....	....	Settlement, dated 5th December 1956.
7	Raipur Mills Co-operative Supply Co. Ltd. Hotel	Workmen	Ahmedabad	....	As per Factories Act, 1948.	....	....	Settlement, dated 2nd June 1952.
8	Raj Oil Mills	.. All	Bombay	7 days on full pay.	..	....	Unpaid leave up to one month.	Settlement, dated 7th November 1958.
9	Raja Balkrishna Hanilal Co.,	.. Workmen	Bombay	5 days with wages and D.A.	full 15 days with full wages and D. A.— Acc: Up to 2 years' leave.	7 days with full pay and D. A.— Acc: for a period of 2 years.	....	Settlement, dated 16th November 1957.
10	Rajguru Press	.. Workmen (Permanent)	Poona	4 days with pay.	....	4 days with pay ..	....	U. P. Adj. Ref. (IT) No. 216 of 1958, dated 20th October 1958.
11	Rajkamal Kalamandir Pvt. Ltd.,	.. Workmen	Bombay	....	15 days with pay inclusive of the leave under Factories Act—Acc: 45 days.	....	....	U. P. Adj. Ref. (IT) No. 78 of 1957, dated 4th June 1958.

12	Rajmahal Restaurant	..	Workmen	..	Bombay	..	1 days (token leave)	....	7 days—Acc: 21 days	....	B. G. G. Part I-L, dated 8th October 1953, p. 2166.
13	Rajnagar Talkies	..	Workmen	..	Ahmedabad	..	7 days with wages.	....	7 days with full wages—Acc: 21 days.	....	B. G. G., Part I-L, dated 17th March 1955, p. 812.
14	Rally Metal Works	..	Workmen	..	Ahmedabad	..	7 days with pay	....	7 days with wages.	....	Settlement, dated 11th April 1953.
15	Ram Bharose Hindu Hotel	..	Workmen	..	Ahmedabad	..	7 days.	....	7 days—Acc: upto 21 days.	....	Settlement, dated 10th Sept. 1957
16	Ramco Chemical Works	..	Workmen	..	Barejadi	..	6 days with full wages and D. A.	....	10 days with half wages and half D.A.	....	B. G. G., Part I-L, dated 22nd July 1954, p. 1867
17	Ramgopal Ramprasad	..	Head Office Staff	Bombay	..	10 days with pay and D. A.	30 days with pay and D. A.—Acc: 60 days.	....	15 days with pay and D. A. Acc: 60 days	....	B. G. G., Part I-L, dated 4th February 1954, p. 224.
18	Ramkrishna Printing Press	..	..	Bombay.	....	One day's leave with pay and D. A. after every 14 days—Acc: 42	....	....	....	....	Settlement, dated 28th January 1957
19	Raochadur Naranrao Sopanrao Borawake and Sons.	..	All	..	Rahata Ahmednagar.	7 days.	14 days.	..	7 days.	....	Settlement, dated 29th October 1956
20	Raptakos Brett & Co. Pvt. Ltd.	..	Workmen	..	Bombay	....	Those with service of 5 years and below : 18 days, More than 5 years but less than 12 years : 24 days. Above 12 years 30 days.	....	....	....	Settlement, dated 5th March 1957.
21	Rashtra Vaibhav Press	..	Workmen	..	Bombay	..	4 days.	....	....	....	B. G. G., Part I-L, dated 24th July 1958, p. 3694.
22	Rashtriya Metal Industries	..	Workmen	..	Bombay	..	7 days with full wages and D.A.	....	....	....	B. G. G., Part I-L, dated 1st September 1955, p. 2709.
23	Rashtriya Metal Industries	..	Workmen	..	Bombay	..	7 days with wages.	As per Factories Act, 1948.	7 days with full pay and D.A.	1 month without pay.	B. G. G., Part I-L, dated 14th December 1950 p. 6037.
24	Rajnagar Spinning and Weaving Mills Employees Credit Co-operative Society	..	Canteen Workers.	..	Ahmedabad.	.....	As per Factories Act, 1948.	....	....	Settlement, dated 26th April 1952.	
25	Ratilal & Co.	..	All	..	Bombay	..	4 days.	5 days	....	Settlement, dated 30th December 1958.	

APPENDIX VIII—*contd.*

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.				Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.	
1	2	3	4	5	6	7	8	9
26	Ratilal & Co.	.. All	.. Bombay	.. 4 days with pay.	As per Factories Act.	3 days with pay.	....	Settlement, dated 18th August 1956
27	Ratilal Sunderlal & Co.	.. Workmen	.. Bombay	.. 7 days with pay.	....	....	....	Settlement, dated 25th July 1957.
28	Raunk Industries	.. All	.. Bombay	.. Five days.	....	....	....	Settlement, dated 30th December 1958.
29	Ravi Udays Vijay Photo Litho Offset Works	Workmen	.. Bombay	.. Included in P. L. 30 days—Acc: 90 days.	7 days with full pay and D. A.—Acc: 42 days Not more than 6 months during the entire period of service.	....	....	B. G. G. Part I-L, dated 20th October 1949, p. 1618.
30	Recondo Ltd. (Municipality, Asphalt Plant, All Workmen World).	.. All Workmen	Bombay	.. 4 days.	1 day for every 20 days service subject to a maximum of 150 days work during the season.	4 days in a year.	....	Settlement, dated 24th March 1956.
31	Regal Cinema	.. Workmen	.. Ahmedabad	.. 7 days with wages.	....	7 days with full wages—Acc: 21 days.	....	B. G. G., Part I-L, dated 17th March 1955, p. 812.
32	Regal Motors	.. Workmen	.. Bombay	.. 7 days with full wages & D.A.	As per Factories Act.	7 days with full wages and D. A.—Acc: 21 days.	....	B. G. G., Part I-L, dated 8th January 1953, p. 55.
33	Relief & Sadhana Soap Syndicate	.. Workmen	.. Bombay	.. 4 days with full wages.	As per Factories Act.	5 days with full wages.	....	Settlement, dated 29th December 1956.
34	Relief Cinema	.. Workmen	.. Ahmedabad	.. 7 days with wages.	....	Seven days with full wages—Acc: 21 days.	....	B. G. G., Part I-L, dated 17th March 1955, p. 812.

35	Rex Talkies	..	..	..	All	..	Bombay	..	7 days with pay and D. A. Leave can be encashed.	21 days with full pay and D.A. after 11½ months service.—Acc: 42 days. 63 days in deserving cases at the discretion of the management.	14 days with pay and D. A. leave can be encashed.	....	Settlement, dated 27th August 1955.
36	Ripon Road Iron Foundry	..	..	..	Workmen	..	Bombay	.....			7 days with basic wages and Allowances.—Acc: 14 days.	....	B. G. G., Part I-L, dated 11th January 1951, p. 218.
37	Ripon Road Iron Foundry	..	..	..	Workmen	..	Bombay	..	7 days with pay and D. A.	As per Factories Act.	....	....	B. G. G., Part I-L, dated 25th August 1949, p. 1131.
38	Rivoli Cinema	..	..	..	Workmen	..	Bombay	..	Seven days with full pay.	21 days on full pay and all allowances after 11½ months service. Max. 63 days.	14 days.—Acc: 42 days.	....	Settlement, dated 23rd December 1954.
39	Rohtas Saw Mills	..	..	..	Workmen	..	Bombay	....	As per Factories Act		....	....	Settlement, dated 2nd March 1957.
40	Roneo Limited	..	..	..	Workmen in Mechanical section and Office section.	..	Bombay	..	7 days with full pay and D. A.	15 days on full pay and D. A. to be computed in the manner specified in Bombay Shops and Estds. Act 1948.—Acc: 30 days.	7 days on full pay and D. A.—Acc: 14 days (not more than three months of such leave can be allowed during the entire period of service. If the employee so desires in appropriate case Co. may grant S. L. on half pay and half D. A. for double the normal period.	....	B. G. G., Part I-L, dated 8th February 1951, pp. 624-25.
41	Rosy Talkies	..	..	..	Workmen	..	Ahmedabad	..	7 days with wages ..	....	7 days with full wages.—Acc: 21 days.	....	B. G. G., Part I-L, dated 17th March 1955, p. 812.

APPENDIX VIII—contd.

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.				Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.	
1	2	3	4	5	6	7	8	9
42	Royal Western India Turf Club Ltd.	.. Clerical staff (Excluding Peons at Bombay and Poona).	Bombay	..	1 month with wages.— Acc: 2 months.	For service of 1 to 12 years: 15 days on full pay and D. A. 13 to 24 years 15 days on half pay and half D. A. 5-36 years 15 days on quarter pay and quarter D. A. Total accum lat on in the service shall not exceed 19 months.	....	B. G. G., Part I-L, dated 20th February 1958, pp. 975-76.
43	Rubberrex Industries Ltd.	.. W o r k m e n (Office staff).	Bombay	.. 7 days with full pay and D. A.	As per Factories Act 1948.	7 days with full pay and D. A.—Acc: 42 days.	....	B. G. G., Part I-L, dated 12th January 1950, pp. 235-36.
44	Rupam Cinema	.. Workmen	.. Ahmedabad	.. 7 days with wages..	....	7 days with full wages.—Acc: 21 days.	....	B. G. G., Part I-L, dated 17th March 1955, p. 812.
45	Ruston & Hornsby (India) Ltd.	.. Clerical and subordinate staff. Factory or daily rated workers.	Bombay	.. (As per Shri Tevatia's Rank Award).	For workers having less than 10 years service. As per Factories Act for workers having more than 10 year. Leave computed on the basis of one day leave for every 15 days worked.	1 month on half pay. Max. 12 months throughout service.	....	B. G. G., Part I-L, dated 12th October 1950, pp. 4981-82.

1	S. A. Engineering Works.	..	All	..	Bombay	..	5 days with full pay	....	....	Settlement, dated 8th July 1953.
2	S. E. Cowie's Guest House.	..	Workmen	..	Bombay	..	21 days with pay ..	....	....	Settlement, dated 4th April 1957.
3	S. S. Miranda (P) Ltd.	..	All	..	Bombay	..	3 days	....	....	Settlement, dated 27th November 1953.
4	S. S. Natu & Co.	..	Workmen	..	Bombay	..	3 days	....	....	B. G. G., Part I-L, dated 7th June 1953, p. 2047.
5	S. S. Rajoor Essential Oil & Aromatic Chemical Co. (Gum Department).	..	Workmen	..	Bombay	..	According to Factories Act, 1946.	7 days with full pay and D. A.	....	B. G. G., Part I-L, dated 10th February 1950, p. 511.
6	Sabarmati Oil Mills ..	..	Workmen	..	Sabarmati	..	As per Factories Act.	7 days	....	B. G. G., Part I-L, dated, 22nd November 1950, p. 4530.
7	Sadanand Vishranti Girha	..	All	..	Bombay	..	As per B. S. E. Act.	3 days leave with pay.	15 days leave without pay.	Settlement, dated 10th November 1958.
8	Sadhana Talkies ..	..	All	..	Baroda	..	Under the S. and Estt. Act.	7 days	....	Settlement, dated 20th October 1950.
9	Sadhana Talkies ..	..	Workmen	..	Baroda	..	7 days with full wages.	....	....	Settlement, dated 30th October 1958.
10	Sagar Talkies ..	..	All workmen.	..	Baroda	..	Under the S. and Estt. Act.	7 days	....	Settlement, dated 20th October 1950.
11	Sagar Talkies ..	..	Workmen	..	Baroda	..	7 days with full wages.	....	....	Settlement, dated 30th October 1958.
12	Saifee Art Ptg. Works	..	All	..	Bombay	..	As per Factories Act	....	....	Settlement, dated 27th August 1950.
13	Saifee Bucket Factory	..	Daily rated workmen.	..	Bombay	..	6 days in a service of 12 months.	....	....	B. G. G., Part I-L, dated 15th March 1951, p. 1249.
14	Sakal Papers Ltd. ..	..	Monthly rated full time workmen.	..	Poona	..	11 days with pay in a year in addition to the P. L. entitled under Factories Act to all full time employees employed on monthly salary.	....	....	Settlement, dated 11th September 1953.
15	Salvation Army Emery Hospital	..	Workmen	..	Anand	..	7 days with full wages and D. A.	....	....	B. G. G., Part I-L, dated 8th November 1956, page 4410.

APPENDIX VIII—*contd.*

Serial No.	Name of the Concern.	Type of workmen covered	Centre.	Nature and quantum of leave.					Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.		
1	2	3	4	5	6	7	8	9	
16	Sam Ruston & Co.	.. Workmen	Bombay	.. 7 days in a year ..	15 days in a year— Acc : 45 days.	7 days subject to M. C.—Acc : 14 days.	....	B. G. G., Part I-L, dated 18th October 1951, page 5350.
17	Samrath Bharat Press.	.. Workmen	Poona	.. ....	As per Factories Act.	7 days with full pay and D. A.— Acc : 42 days.	....	B. G. G., Part I-L, dated 18th November 1954, page 3100.
18	Samrath Hindu Hotel and Lodge	.. Workmen	Ahmedabad	.. 7 days with wages..	....	7 days with wages. Acc : 21 days.—	....	B. G. G., Part I-L, dated 10th March 1955, page 743.
19	Sanand Municipality	.. Workmen Sa- fai Kandars.	Sanand	.. ....	....	Female Safai Kandars shall be given M. A. in addition to leave as per B. M. B. Act.	....	B. G. G., Part I-L, 23rd April 1953, page 934.
20	Sandesh Ltd.	.. 1. Workmen	Ahmedabad	.. 7 days with full pay & d. a.	As per Act.	Seven days with full pay—Acc : 21 days.	....	B. G. G., Part I-L, dated 14th May 1953, Pp. 1095-96 and 24th May 1956, p. 1851.
		2. Clerks	.. ....	....	15 days	15 days	....	
1	Sandoz Products Ltd.	.. Factory & De- isle Rd. Godown Staff.	Bombay	.. 7 days in a year ..	These who are appointed before 1st August 1956 are entitled to 30 days, others will get leave accord- ing to Factories Act.	As per E.S. I. Act.	....	Settlement, dated 20th March 1957.
		Staff in office & Pharma- ceutical Go- downs.	.. ....	7 days in a year ..	30 days with full pay & d. a.—Acc : 60 days.	21 days with full pay & D. A.—Acc : 42 days.	....	

22	Sangam Metal and Engineering Ltd.	..	Workmen (Excluding clerical staff).	Poona	..	4 days with full pay.	....	4 days with full pay.	....	B. G. G., Part I-L, dated 27th December 1956, page 5134.
23	Sangli City Municipality	..	Scavengers, Sweepers, their Mukadams & the whole staff of sanitary department.	Sangli	..	15 days on same terms and conditions as to Govt. servants.	....	As are contained in B. C. S. Revised Leave Rules applicable to Government employees Class IV servants.	....	B. G. G., Part I-L, dated 8th October 1953, pp. 2157-58.
24	Sangola Municipality.	..	Workmen	Sangola	..	15 days in a year ..	....	As per B. C. S. Rules.	One month maternity leave.	Settlement, dated 28th May 1957.
25	Sanitex Chemical Industries Ltd.	..	Workers (skilled, semi-skilled & unskilled doing manual work).	Baroda	..	4 days with pay ..	....	7 days—Acc: 21 days.	....	U. P. Adj. Ref. (IT) No. 107 of 1957, dated 13th September 1958.
26	Sanj Vartaman.	..	Workmen	Bombay	..	Included in privilege leave.	....	30 days inclusive of casual leave—Acc: 90 days.	....	B. G. G., Part I-L, dated 13th October 1949, Page 1451.
27	Sanj Vartaman.	..	Workmen (Other than clerical staff).	Bombay	..	Included in privilege leave.	....	1 day for every 9 days of work inclusive of casual leave to permanent workmen—Acc: 60 days.	....	Adj. Ref. (IT) No. 9 of 1956, 27th July 1957. (Unpublished).
28	Sankly Electrical Stampings Co. Ltd.	..	All Workmen	Bombay	..	7 days	....	....	....	Settlement, dated 24th January 1955.
29	Saraspur Mills Co-operative Supply Society Ltd.	..	Canteen Workmen.	Ahmedabad	..	....	....	As per Factories Act, 1948.	....	Settlement, dated 2nd June 1952.
30	Saraswati Foundry.	..	Workmen	Bombay.	..	....	....	15 days with full pay and D. A. after 12 months completed service—Acc: 45 days.	....	B. G. G., Part I-L, dated 8th September 1949, p. 1252.

* For All permanent workmen covered by the E. S. I. Act shall be reimbursed to the extent of 7 days in a year by payment of full wages. For the waiting period of two days and the amount of cash benefit received from the E. S. I. Corporation for the remaining five days.

APPENDIX VIII—contd.

Serial No.	Name of the Concern	Type of workmen covered.	Centre.	Nature and quantum of leave.					Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.		
1	2	3	4	5	6	7	8	9	
31	Sardar Iron & Steel Mill	.. All workmen	.. Bombay	.. 4 days with wages	....	....	....	Settlement, dated 13th September 1955.
32	Sharda Talkies	.. All workmen	.. Baroda	..	Under Shops and Estts. Act.	7 days with wages	....	Settlement, dated 30th October 1956.
33	Saraswati Talkie	.. Workmen	.. Ahmedabad	.. 7 days with wages.	....	Seven days with full wages.—Acc: 21 days.	....	B. G. G., Part I-L dated 17th March 1955, page 812.
34	Sharda Talkies	.. Workmen	.. Baroda	..	....	7 days with full wages.	....	Settlement, dated 30th October 1958.
35	Sastu Sahitya Mudranalaya Trust	.. All workmen	.. Ahmedabad	.. 12 days with pay ..	15 days with wages—Acc: 30 days.	7 days with pay.—Acc: 14 days.	....	Settlement, dated 6th November 1958.
36	Sastu Sahitya Mudranalaya Trust	.. All workmen	.. Ahmedabad	.. 7 days	.. As per Factories Act	7 days	....	Settlement, dated 23rd April 1957.
37	Satara Suburban Municipality	.. Workmen	.. Satara	.. 7 days with pay in a year.	30 days with pay in a year.	7 days in a year..	....	Settlement, dated 5th April 1956.
38	Satyadeo Chemicals Pvt. Ltd.	.. Workmen	.. Baroda	.. 5 days with full pay	....	10 days with half pay and D. A.—Acc: 30 days.	....	B. G. G., Part I-L dated 21st August 1958, p. 4935-37.
39	Sayaji Mills Ltd. Maize Products Section*	.. Workmen	.. Ahmedabad	..	21 days fully paid who are not getting weekly off.—Acc: 42 days.	....	....	Settlement, dated 19th October 1957.
40	Scientific Soap Works	.. Workers	.. Ahmedabad	.. 7 days with full pay and D. A.	....	5 days on full pay and D. A.	....	Settlement, dated 1st March 1957.
41	Sea Face Hotel	.. Workmen	.. Bombay	.. 7 days	As per Shops and Estts. Act, 1948.	14 days.—Acc: 7 days.	Unpaid leave 15 days to those whose native place is more than 300 miles from Bombay.	....

42	Shah Devechand & Co. Metal Works	All workmen ..	Bombay(Malad).	4 days with full pay	....	....	Settlement, dated 20th March 1956.
43	Shalabhoy Tayebjee & Sons	.. Workmen ..	Bombay	7 days in a year with full pay and D. A.	15 days in a year with full pay and D. A.—Acc: 42 days.	....	B. G. G., Part I-L, dated 1st March 1951, p. 1088.
44	Shantilal Dhanji Bharsi	.. Workmen ..	Bombay	7 days in a year with full pay and D. A.	According to Factories Act, 1948.	....	B. G. G., Part I-L, dated 16th February 1950, page 500.
45	Saify Wooden Box Factory	.. All workmen ..	Bombay	Seven days holidays with pay.	....	....	Settlement, dated 6th May 1955.
46	Shaparia Dock and Steel Co. Ltd.	.. Workmen ..	Bombay	One month's leave with pay as at present.	....	....	B. G. G., Part I-L, dated 31st December 1953, p. 2855.
47	Sharda Mudranalaya	.. Workmen ..	Almedabad	7 days	As per Employees State Insurance Act.	....	Settlement, 8th October 1950.
48	Sharda Paper Box Mfg. Co.	.. All workmen (Excluding clerk).	Bombay	5 days paid C. L. for and from the 2nd Year for those who have put in at least six months service. Three days paid C. L. for the first year to such workmen who have put in at least 6 months service.	....	....	Settlement, dated 1st October 1950.
49	Shaw Wallace and Co. Ltd., Glue Factory	.. Workmen ..	Bombay	5 days with full wages.	....	....	U. P. Adj. Ref. (L. T.) No. 23 of 1958 dated 10th September 1958.
50	Shivaji Khetshi & Co.	.. Workmen ..	Bombay	....	According to Factories Act.	....	B. G. G., Part I-L, dated 16th February 1950, p. 500.
51	Sholapur District Local Board	.. Workmen ..	Sholapur	15 days as per B. C. S. Rules.	....	....	Settlement, dated 13th August 1957.

APPENDIX VIII—contd.

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.				Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.	
1	2	3	4	5	6	7	8	9
52	Sholapur Municipality	..	..	20 days	..	Present practice of S. L. and its accumulation as have been prescribed for Class IV Govt. servants by the Bombay Government.	....	B. G. G., Part I-L, dated 28th August 1952, p.p. 2916-19.
53	Shorrock Mills Co-operative Society Ltd., Ahmedabad.	Consumer	Ahmedabad	Leave with wages as per Factories Act.	....	....	....	Settlement, dated 11th July 1959.
54	Shree Ram Cotton Pressing Factory Ltd.	..	Bombay	7 days with full pay and D. A.	As per the Factories Act, 1948.	8 days with full pay and D. A.—Acc: upto a period of 16 days at a time.	....	Settlement, dated 30th October 1956.
55	Shree Shakti Engineering Works	..	Baroda	5 days with wages.	....	7 days with wages on Medical Certificate till E. S. I. Act becomes applicable.	....	B. G. G., Part I-L, dated 4th September 1958, p. 4358.
56	Shree Talkies	..	Bombay	7 days with full pay and D. A.	21 days with full pay and D. A.—Acc: 63 days.	14 days with full pay and D. A.—Acc: 42 days.	....	Settlement, dated 11th September 1956.
57	Shri Amrutlal Chotalal Bidi Merchant	..	Ahmedabad	One week	..	One week with wages. No accumulation.	....	B. G. G., Part I-L, dated 24th July 1952, p. 2486.
58	Shri Ganesh Chemical Industries	..	Bombay	Seven days with pay.	As provided by the Factories Act, 1948.	As per E. S. I. Act, 1950.	....	B. G. G., Part I-L, dated 14th October 1954, p. 2805.
59	Shri Satyanarayan Iron and Brass Factory	..	Ahmedabad	Seven days C. L. with wages every year.	....	Seven days with wages every year.—Acc: 21 days.	....	Settlement, dated 9th September 1958.

60	Shri Sidh Litho Works	..	Workmen	..	Bombay	..	Seven days	..	Fourteen days as per Factories Act.	Ten days.—Acc : 30 days.	....	Settlement, dated 1954.	9th January
61	Shrikant Studios Ltd.	..	Workmen	..	Bombay	..	Ten days	..	As per Factories Act.	....	One month leave with out pay.	Settlement, dated 1954.	12th October
62	Sidh Litho Works-	..	All workmen	..	Bombay	..	Combined leave of one day for every fourteen days actual work.—Acc : 42 days, on conditions as per Factories Act.	..	..	....	....	Settlement, dated 1957.	31st December
63	Simplex Mills Co. Ltd.	..	Head Office staff only.	..	Bombay	..	Present practice of 7 days on full pay and D. A. to be continued.	..	Thirty days for every eleven months service.—Acc : 90 days.	Present practice of 21 days with wages and D. A. to continue—Acc : 42 days.	....	B. G. G., Part I-L, dated 8th September 1955, p. 2794.	8th
64	Sindhvad Printing Press	..	Workmen (Other than Clerical Staff).	..	Bombay	..	Five days with pay as per Factories Act.	..	Co. is granting P. L. as per Factories Act.	Seven days with pay.—Acc : 42 days. Not more than 6 months in entire period of service.	....	B. G. G., Part I L, dated 31st March 1955, p. 894. B. G. G., dated 23rd June 1955, p. 1843 (appeal).	
65	Sudana Art Printery	..	Workmen (Other than Clerical Staff).	..	Bombay	..	Seven days with full pay and D. A.	..	....	....	....	B. G. G., Part I-L, dated 28th April 1955, p. 1141.	28th
66	Singer Sewing Machine Co.	..	Workmen	..	Bombay	..	Eight days	..	Twenty one days for one to five years service and one month for service of and over five years.—Acc : 2 years leave period.	Fifteen days subject to a minimum of six months in the whole service for service of and vice	....	B. G. G., Part I-L, dated 23rd February 1950, p.p. 638-39.	
67	Sinor Municipality, Sinor	..	Workmen (Safai Kamdar).	..	Sinor	..	Ten days	..	Ten days.—Acc : 30 days.	Ten days	....	U. P. Adj. Ref. (IT) No. 68 of 1957 dated 3rd August 1957.	
68	Sizing Materials Co. Ltd.	..	Workmen	..	Bombay	..	Seven days on full pay and D. A.	..	Fifteen days with full pay and D. A.—Acc : 30 days as per Factories Act or Shops and Estis. Act.	Seven days on full pay and D. A.—Acc : 14 days.	....	B. G. G., Part I-L, dated 11th May 1950, p. 2018.	

APPENDIX VIII—*contd.*

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.				Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.	
1	2	3	4	5	6	7	8	9
69	Sojitra Municipality	.. Municipal workers.	Sojitra ..	As per B. C. S. Rules, for Class IV Servants.			....	Settlement, dated 21st December 1953.
70	Somchand Chakubhai	.. Workmen ..	Ahmedabad ..	One week with wages.	....	One week with wages. No Acc.	....	B. G. G., Part I-L dated 24th July 1952, p. 2478.
71	Sonawalla Industries Ltd.	.. Workmen ..	Kalyan (Dist. Thana).	Six days on full wages and D. A.	Twenty days on full pay and D. A.	....	....	B. G. G., Part I-L, dated 19th July 1956, p. 2554.
72	South India Rubber Works	.. Workmen (excluding Clerks).	Bombay ..	Seven days with pay and D. A.	....	....	....	B. G. G., Part I-L, dated 27th September 1956, p. 3562.
73	Spence Ltd.	.. Workmen (including Clerical staff).	Bombay ..	Seven days with full pay and D. A.	Existing practice of 15 days with full pay and D. A. to continue.—Acc: 45 days.	Seven days with full pay and D. A.—Acc: 28 days.	....	B. G. G., Part I-L, dated 15th November 1951, p.p. 5937-40.
74	Spencer & Co. Ltd.	.. Head Office Staff.	Bombay ..	Ten days	Thirty days.—Acc: 60 days not more than 45 days at a time.	Ten days per year.—Acc: upto 40 days.	....	Settlement, dated 6th December 1956.
75	Spencer & Co. Ltd., Engineering Works,	.. Other than Clerical staff.	Bombay ..	7 days	Twenty-one days.—Acc: 42 days not more than 30 days to be granted at a time.	Ten days.—Acc: 40 days.	....	Settlement, dated 6th December 1956.
76	Swastic Metal and Engineering Works,	.. Workmen ..	Bombay ..	Four days with pay and D. A.	....	As per E. S. I. Act.	....	Settlement, dated 22nd September 1954.
77	Standard Batteries Ltd.	.. Workmen ..	bay ..	....	Thirty days	Six days	....	Settlement, dated 7th March 1957.
78	Standard Drum & Barrel Mfg. Co.	.. Workmen ..	Bombay ..	Seven days with full pay and D. A.	....	....	....	B. G. G., Part I-L, dated 8th August 1957, p. 3475.

79	Standard Vacuum Oil Co.	.. Clerical staff ..	Bombay	.. Present practice to be continued, viz. 7 days.	One month with full pay and allowance.—Acc: 90 days.	Existing practice to continue, i.e., 7 days on full pay each year. For sickness in excess of 7 days, employees with service upto 10 years, receive additional 14 days each year on half pay. Over 10 years : 21 days Sundays and Holidays falling within the period should be allowed in addition.—Acc: 14 days on full pay and 28 and 42 days respectively on half pay.	....	B. G. G., Part I-L, dated 16th November 1950, p.p. 5686-88.
80	Standard Vacuum Oil Co.	.. Service staff and Labour Staff at the terminals including the Bombay City pump Servicing staff.	Bombay	.. ..	Eighteen days with pay and allowances with a right to add thereto Sundays and Holidays falling within the leave period.—Acc: 54 days.	....	....	B. G. G., Part I-L, dated 16th November 1950, p.p. 5686-88.
81	Star Metal Refinery Private Ltd.	.. Workmen ..	Bombay	.. Four days	.. ..	....	....	U. P. Adj. Ref. (IT) No. 314 of 1958, dated 14th November 1958.
82	Star of Gujerat Irani Restaurant.	.. Workmen ..	Ahmedabad	.. Seven days with full wages.	.. ..	Seven days with full wages.	....	B. G. G., Part I-L, dated 1st November 1956, p. 4260.
83	Star Textile Engineering Works Private Ltd.	.. Workmen ..	Bombay	.. Seven days with half pay	As per Factories Act.	Seven days on half pay on Medical Certificate.	....	B. G. G., Part I-L, dated 5th January 1950, p. 50.
84	States' Peoples Ltd. (Janmabhoomi of Papers)	.. Workmen ..	Bombay	.. Included in P. L. ...	Thirty days in a year inclusive of C. L.—Acc: 90 days.	Seven days in a year with full pay and D. A.	....	B. G. G., Part I-L, dated 13th October 1949, p. 1451.
85	Steelage Industries Private Ltd.	.. Factory Workmen.	Bombay	.. Seven days on full pay and D. A.	As per Factories Act.—Acc 3 years.	Seven days on full pay and D. A.—Acc: 42 days.	....	B. G. G., Part I-L, dated 13th November 1952, p. 3630.

APPENDIX VIII—*contd.*

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.				Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.	
1	2	3	4	5	6	7	8	9
86	Stores (India) Ltd.	.. H e a d Office Staff	Bombay	.. Ten days with pay and D. A.	Thirty days with pay and D. A.—Acc: 60 days.	Fifteen days with pay and D. A. Acc.—60 days.	.....	B.G.G., Part I-L, dated 4th February 1954, p. 224.
87	Structural Engineering Works Ltd.	.. Workmen	Bombay	.. Seven days with full pay and D. A.	Fifteen days with pay and D. A. per each year of 230 days work or at the rate of one day per 20 days' work whichever is more —Acc: 30 days.	Seven days pay and D. A. Acc.—28 days.	Thirty days leave with-out pay.	B.G.G., Part I-L, dated 15th December 1949, pp. 2265-66.
88	Sulekh Ram and Sons Steel Rolling Mills	.. Workmen	Ahmedabad	.. Five days with full pay.	.....	Five days with full pay.	.....	U. P. Adj. Ref. (IT) No. 114 of 57, dated 7th December 1957.
89	Sunderdas Saw Mills	.. Workmen (other than clerical staff).	Bombay	.. Combined with S. L.	As per the Indian Factories Act, 1948.	Combined sick leave and C. L. of eight days—Acc: 20 days.	.....	B.G.G., Part I-L, dated 3rd May 1951, p. 2181.
90	Super Power Battery India Pvt. Ltd.	.. Workmen	Bombay	.. Five days with pay.	As per Factories Act.	.....	Settlement, dated 25th April 1957.	
91	Super Talkies	.. All workmen.	Bombay	.. Ten days with full pay and D.A.	Thirty days with full pay and all allowances.—Acc: 90 days.	Fourteen days.—Acc: 42 days.	.....	Settlement, dated 27th August 1955.
92	Super Talkies	.. Workmen	Bombay	.. Ten days with full pay and D.A.	Thirtydays with full pay and D. A.—Acc: 90 days.	Fifteen days with full pay and D.A.—Acc: 90 days.	.....	B.G.G., Part I-L, dated 20th March 1958, page 1392.
93	Surat Borough Municipality	.. Workmen in P. W. D.	Surat	.. Seven days	Fifteen days with full pay and allowances.	Seven days	Maternity leave one month.	B.G.G., Part I-L, dated 22nd Dec. 1955, page 3990.
94	Suryaprakash & Advance Printers	.. Workmen	Ahmedabad	.. Seven days with full pay.	.....	Seven days with full pay—Acc 42 days.	.....	Settlement, dated 13th January 1955.

95	Suryaprakash & Advance Printers	..	Workmen	..	Ahmedabad.	....	.....	Seven days	...	.....	Settlement, dated 19th January 1955.
96	Swastik Bidi Works	..	Workmen	..	Nasik.	....	.....	Four days paid.	...	.....	B.G.G., Part I-L, dated 16th December 1954, page 3360.
97	Swastik Engineering Works	..	Workmen (other than clerks.)	..	Bombay	..	Seven days with wages and D. A.	.....	.....	.....	B.G.G., Part I-L, dated 31st May 1956, page 1962.
98	Swastik (India) Ltd., Lessees of Swastik Cinema.	..	Workmen	..	Bombay	..	Ten days with wages.	Thirty days with wages and allowances.—Acc: 90 days.	Fifteen days sick leave with full pay and allowances.—Acc: 45 days.	.....	B.G.G., Part I-L, dated 29th March 1956, p. 1101.
99	Swastik Metal & Engineering Works	..	All workmen	..	Bombay	..	Four days with full wages.	.....	.....	.....	Settlement, dated 1st August 1956.
100	Swastik Metal & Engineering Works	..	Workmen	..	Bombay	..	Four days with pay and D. A.	....	As per E. S. I. Act.	.....	Settlement, dated 22nd September 1954.
101	Swastik Oil Mills Ltd.	..	Workmen in Factory.	..	Bombay	..	Seven days with full pay.	Present practice of 15 days to be continued for minimum attendance of 230 days.	Fifteen days with half pay and half D. A.—Acc: upto period of 3 years.	....	B.G.G., Part I-L, dated 31st January 1952, page 539.
102	Swastik Rubber Products Ltd.	..	Workmen (excluding Clerks)	..	Poona	..	For those who were made permanent on 4th Sept. 1953 5 days with wages and 5 days without wages. For other permanent workers, 4 days with wages, 6 days without wages.	For those who were made permanent on 4th Sept. 1953 5 days with wages and 5 days without wages. For other permanent workers, 4 days with wages and 3 days without wages.	.....	.....	B.G.G., Part I-L, dated 23rd February 1956, p. 627.
103	Swastik Textile Trading Co. Ltd.	..	Workmen	..	Ahmedabad	..	Seven days with full pay.	.....	5 days with full pay.—Acc: 15 days.	....	B.G.G., Part I-L, dated 29th Dec. 1956, p. 5155.
104	Synthetic (India) Ltd.	..	Workers and Mazdoors.	..	Bombay	..	Included in S. L.	Fifteen days with pay and allowances.—Acc: 45 days. P. L. is encashable.	.....	.....	B.G.G., Part I-L, dated 11th January 1951, page 226.
1	Taheri Paper Box Factory	..	Workmen	..	Bombay	..	Five days with full pay.	One day for 20 days work.	Five days with full pay.—Acc: ten days. M. C. if required by the Co.	....	B.G.G., Part I-L, dated 8th April 1954, pp. 745-46.

APPENDIX VIII—contd.

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.				Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.	
1	2	3	4	5	6	7	8	9
2	Taj Talkies .. ..	.. Workmen	.. Bombay	.. Seven days with full pay.	Twenty-one days with full pay and D. A.—Acc: 42 days with full pay.	Fourteen days with full pay and D. A.—Acc: 42 days with pay.	....	Settlement, dated 12th October 1955.
3	Tata Oil Mills Co. Ltd., Bombay	.. Workmen	.. Bombay	.. Seven days after six months' service.	As existing i.e., one full month—Acc: up to 3 months.	Seven days on full pay and D. A. or fourteen days on half pay and half D. A. at the option of the employee—Acc: fourteen days on full pay and D. A. and 28 days on half pay and half D. A. Not more than 91 days with full pay and D. A. or 182 days with half pay and half D. A. in the entire period of service.	....	B. G. G., Part I-L, dated 8th December 1949, pages 2140 to 44.
4	Tayyeb Oil Mills .. ..	.. Workmen	.. Bombay	.. Four days with full Pay.	....	....	One month's leave with-out wages.	Settlement, dated 10th October 1956.
5	Techart Syndicate .. ..	.. Workmen	.. Bombay	.. Ten days	.. 15 days after completion of one complete continuous year of service—Acc: one month.	15 days on M. C.	....	B. G. G., Part I-L, dated October 1952, p. 3444.
6	Tempo Industrial Corporation .. ..	.. Workmen	.. Bombay	.. Five days with pay.	....	....	....	Settlement, dated 6th January 1958.

7	Textile Engravers Ltd.	..	Workmen. (monthly and daily rated)	Bombay	..	Five days.	..	Twenty one days with wages inclu- sive of D. A. (This will be inclusive of leave under Factories Act)—Acc : Thirty days.	Ten days with wages inclusive of D. A.—Acc : 20 days.	....	B. G. G., Part I-L, dated 18th January 1951, page 292.
8	M/s. Thacker & Co. Ltd.	..	Workmen	Bombay	..	Seven days	..	As per factories Act.—Acc : 45 days.	Seven days with full pay and allowance—Acc : 21 days.	....	B. G. G., Part I-L, dated 1st June 1950, pp. 2343-45.
9	Thacker & Company	..	Workmen	Bombay	..	Combined Casual Leave, Sick Leave and Privilege Leave at the rate of one day's leave for every ten days of actual work—Accumulation sixty days.	..				Settlement, dated 6th March 1956.
10	Thana Match Works	..	Workmen	Thana	..	Seven days	..	....	....	....	B. G. G., Part I-L, dated 11th May 1950, p. 2010.
11	Thos. Cook & Sons (Continental and Overseas) Ltd.	..	Workmen	Bombay	..	Ten days on full pay and D. A.	..	Twenty one days for service of less than five years and one month thereafter—Acc : 3 months.	Fifteen days on full pay and D. A. for every completed 11 months service (Acc : 60 days).	Maternity leave of 3 months with full pay and D. A. after 1 year's service.	B. G. G., Part I-L, dated 21st May 1953, pages 1184-85.
12	Timber Ltd.	..	Workmen	Bombay	..	....	..	As per Factories Act.	....	One month unpaid leave.	Settlement, dated 20th September 1954.
13	Tobacco Manufacturers (India) Ltd.	..	(1) Workmen (including clerical staff)	Bombay	..	....	..	....	As per E. S. I. Act.— Acc : sixty days.	One month with out pay sub- ject to the availability of suitable sub- stitutes.	B. G. G., Part I-L, dated 17th July 1952, pp. 2475-76.
			(2) Watch and Ward staff.	....	....	....	..	As at present i.e., 30 days—Acc : 45 days.			

APPENDIX VIII—*contd.*

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.					Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.		
1	2	3	4	5	6	7	8	9	
14	Topiwala Metal Stamping Works	.. Workmen (excluding Clerks).	.. Bombay	.. Seven days with pay.	(a) A worker who has put in 230 days service and more in a year will be eligible to get 15 days leave with pay in subsequent year.	Ten days on production of M. C.	....	B. G. G., Part I-L, dated 21st May 1949, pp. 186, 192-93.	
					(b) If a worker be eligible for more than 15 days leave as per terms and conditions of the Factories Act as amended in 1948, he will get such leave as may be due.				
15	Tractor Engineers Ltd.	.. Workmen	.. Bombay	.. Seven days with full wages and D. A.	One month to those who are having, paid D. A. on slab basis.—Acc: 3 months. Acc. to Shops and Establishments Act or Factories Act whichever is applicable to those who are paid D. A. on flat rate of Rs. 55 per mensem.	Seven days with pay.—Acc: 21 days, M. C. for more than 2 days.	....	U. P. ADJ. Ref. (IT) No. 5 of 1956, dated 11th July 1957.	
16	Trianguaar Motors Ltd.	.. Workmen	.. Bombay	.. Seven days	.. Twenty one days.—Acc: 42 days.	Ten days with full pay.—Acc: 42 days.	....	B. G. G., Part I-L, dated 9th June 1949, pp. 429-31.	

17	True Point Products..	..	Workmen	..	Bombay	..	Seven days with full pay.	....	....	Settlement, dated 17th February 1956.
18	Tulsidas Velji Navsagarwala	..	Workmen	..	Bombay	..	As existing i. e. as per Factories Act.	Seven days with full wages.—Acc: 21 days till E. S. I. Act applies.	....	Settlement, dated 3rd November 1958.
19	Turf Printing Works	..	Workmen	..	Bombay	..	Twenty one days with full pay—Acc: 63 days.	Seven days.—Acc: 21 days.	....	Settlement, dated 14th December 1954.
20	Twentieth Century Fox Corp. (India) Ltd.	..	Workmen	..	Bombay	..	Three weeks with full basic pay and allowances—Acc: six weeks.	....	....	Settlement, dated 28th March 1958.
21	Tyresoles Concessionaries.	..	Workmen	..	Bombay	..	One year's service: fourteen days, two years: eighteen days, Three years and above twenty one days.—Acc: 2 years leave.	Fourteen days with pay and allowance until E. S. I. A. applies.—Acc: 42 days.	....	Settlement, dated 8th October 1954.
22	Umedram K. Mistry and Sons	..	Workmen	..	Ahmedabad	..	Seven paid days	Seven paid days M.C. for more than 2 days applicable till E. S. I. A. applies.	....	B. G. G., Part I-L, dated 27th January 1958, p. 5874.
23	United Engineering Corporation	..	Workmen at Dhobi Wadi.	..	Bombay	..	Seven days with full pay and allowances.	Seven days with full pay and allowances on M. C.—Acc: 28 days.	....	B. G. G., Part I-L, dated 3rd January 1952, page 61.
24	Universal Mechanical Works Ltd.	..	Workmen	..	Bombay	..	Seven days with full pay and allowances.	Seven days on full pay and allowances.—Acc: 21 days.	....	B. G. G., Part I-L, dated 3rd May 1951, p. 2989.
25	Universal Nut and Bolt Company	..	Workmen	..	Bombay	..	15 days with full pay and allowance.—Acc: 30 days.	Seven days with full pay and allowance M. C. for more than 1 day.	1 month without pay.	B. G. G. Part I-L, dated 4th August 1949, p. 863.
26	Universal Textile Engineering Corporation	..	Workmen	..	Ichalkaranji	..	Four paid days	Four paid days	U. P. Adm Ref. (H) No. 276 of 1958, dated 14th November 1958.

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APPENDIX VIII—contd.

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.					Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.		
1	2	3	4	5	6	7	8	9	
6	Unza Municipality ..	.. Workmen (Safai Kamdar)	Unza	.. As at present i. e. 15 days with full pay.	As at present viz. one month on full pay.	....	Maternity leave as per B. M. B. Act.	B. G. G., Part I-L, dated 1st October 1953, p. 2142.	
7	Upleta Municipality ..	.. Workmen ..	Upleta	.. As per B.S.C.Rules	....	....	....	B. G. G., Part I-L, dated 8th August 1957, p. 3441.	
8	Usan Laboratories Pvt. Ltd.	.. Workmen ..	Bombay	.. Five days with pay.	As per Factories Act, or Shops and Estds. Act as the case may be.	....	....	Settlement, dated 28th August 1956.	
9	Utility Articles Mfg. Co.	.. Workmen ..	Bombay	.. Five days with pay	....	....	....	Settlement, dated 15th March 1956.	
10	Utility Articles Mfg. Co.	.. Workmen (other than clerks.)	Bombay	.. ..	....	Five days.—Acc: 30 days.	....	B. G. G., Part I-L, dated 16th July 1953, p. 1613.	
V									
1	V. K. Stevens and Co.	.. Workmen (Excluding monthly rated office clerical staff).	Bombay	.. Seven days with full pay.	As per Factories Act.	Seven days with full pay on M. C.	....	B. G. G., Part I-L, dated 10th March 1955, p. 729.	
2	Varuna Ship Builders Ltd.	.. Workmen ..	Bombay	.. Seven days.	.. As at present i.e. as per Factories Act.	Seven days with full pay and D. A.—Acc: 42 days.	....	B. G. G., Part I-L, dated 11th February 1954, p. 284, dated 17th September 1953, p. 2076.	
3	Vadnagar Municipality ..	.. Safai Kamdar.	Vadnagar	.. Fifteen days	.. Fifteen days.—Acc: thirty days.	....	Four weeks Maternity leave with full pay and D. A.	B. G. G., Part I-L, dated 25th November 1954, p. 3175.	
4	Vakil and Sons Ltd	.. Workmen ..	Bombay	.. Seven days (as against holidays).	According to Factories Act.	Seven days.—Acc: twenty-one days.	....	B. G. G., Part I-L, dated 19th June 1952, pp. 2334-35.	

5	Vakil and Sons Ltd.	..	..	Workmen	..	Bombay	..	Combined leave viz., day's leave with Acc : Sixty days.	C. L., P. L., and Sick leave at the rate of wages for every ten days, of actual work.—	One	....	B. G. G., Part I-L, dated 27th May 1954, p. 1236.
6	Vande Mataram	..	..	Workmen	..	Bombay	..	....	Thirty days inclu- sive of C. L.—Acc : full pay and D. A.— Ninety days.	Seven days with full pay and D. A.— Acc : 42 days.	....	B. G. G., Part I-L, dated 13th October 1949, p. 1451.
7	Varangaon Gram Panchayat Committee	..	..	Workmen	..	Varangaon (E. K.).	..	....	As per B. C. S. Rules applicable to Class IV Servants.		....	Settlement, dated 4th July 1955.
8	Vasant Industrial and Engineering Works	..	..	Workmen	..	Bombay	..	Seven days with full wages inclu- ding D. A.	As per Factories Act.	Seven days with full wages and D. A.—Acc: twenty one days.	....	B. G. G., Part I-L, dated 19th October 1950, p. 5274.
9	Vasant Industrial and Engineering Works	..	..	Workmen (Monthly rated).	..	Bombay	..	....	....	Ten days.—Acc : Thirty days.	....	B. G. G., Part I-L, dated 18th September 1952, p. 3053.
10	Vaso Municipality	..	..	Workmen (Safai Kamdar.).	..	Vaso	..	..	The Municipality will give the leave privileges as under the rules already framed by it.		....	B. G. G., Part I-L, dated 12th July 1951, p. 3448.
11	Vazir Glass Works	..	..	Workmen	..	Bombay	..	Seven days with full pay and allowance.	According to Factories Act, 1948.		....	Settlement, dated 25th August 1956.
12	Victoria Jubilee Hospital	..	..	Workmen	..	Ahmedabad	..	....	....		Maternity leave four weeks.	Settlement, dated 3rd October 1956.
13	Vijapur Municipality	..	..	Safai Kamdars.	..	Vijapur	..	Fifteen days	One month		Maternity leave Six weeks full pay and D. A.	Settlement, dated 23rd December 1954.
14	Vijay Engineering Co. Ltd.	..	..	Workmen	..	Bombay	..	Five days on full pay and D. A.	As per Factories Act.	Seven days with full pay and D. A.— Acc : forty two days.	....	B. G. G., Part I-L, dated 16th November 1950, pp. 5638-39.
15	Vijay Enterprising Co. (For Hind Vijay Picture Palace).	..	..	Workmen	..	Poona	..	Seven days with full pay.	Twenty-one days with full pay for every 11 months employment with- out the right of a c e u mulation. This will include leave due under B. S. & E. Act.	Fourteen days with full pay—Acc : six months.	....	B. G. G., Part I-L, dated 10th December 1953, p. 2729.

APPENDIX VIII—*contd.*

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.					Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.		
1	2	3	4	5	6	7	8	9	
16	Vijay Glass Works	.. Workmen other than clerical staff.	Bombay	.. Five days with full pay and D. A	As per Factories Act.	Seven days with full pay and D. A.—Acc: 42 days.	....	B. G. G., Part I-L, dated 5th October 1950, pp. 4229-30.
17	Vijay Printing Press	.. Workmen	Bombay	.. Seven days with full pay and allowances.	According to Factories Act, 1948.	Seven days with full pay and allowances.—Acc: 28 days.	....	B. G. G., Part I-L, dated 11th August 1949, p. 1001.
18	Vijay Singh Virechand & Co	.. Workmen	Bombay	.. ..	According to Factories Act, 1948.	Seven days with pay and allowances.	....	B. G. G., Part I-L, dated 16th February 1950, p. 511.
19	Vishwamitra	.. Workmen	Bombay	.. ..	Thirty days inclusive of C. L.—Acc: ninety days.	Seven days with full pay and D. A.—Acc: 42 days.	....	B. G. G., Part I-L, dated 13th October 1949, p. 1451.
20	Vita Brush Co.	.. Workmen	Bombay	.. Seven days with pay.	....	....	....	Settlement, dated 18th August 1956.
21	Vithaldas Gordhandas Canteen	.. Workmen	Bombay	.. One day's token.	....	Seven days with pay on M. C.—Acc: 21 days.	....	B. G. G., Part I-L, dated 19th August 1954, p. 2164.
22	Vithaldas Makhanji & Sons	.. Workmen	Navsari	.. Seven days with full pay	....	Seven days with full pay.—Acc: two years. This provisions will continue till E. S. I. S. is applied.	....	U. P. ADJ Ref. (IT) No. 136 of 57, dated 4th February 1958.
23	Vitrum (Glass Products)	.. Workmen	Bombay	.. Four days with full pay.	....	....	....	Settlement, dated 20th September 1956.

1	W H. Brady & Co.	..	..	Workmen	..	Bombay	..	Seven days for less than five years' service and ten days for more than 5 years' service, with full pay and D. A. in both cases.	Less than five years: three weeks with pay and allowances. More than 5 years: four weeks.—Acc: six and eight weeks respectively.	Less than five years: fourteen days with full pay and allowances. More than 5 years one month with pay and allowances. In case of genuine prolonged illness, additional leave of 14 days for less than 5 years service and one month for more than 5 years service at the discretion of the management when no other leave is due.	....	Settlement, dated 7th September 1956
2	Wadia Steel Industries	..	..	Workmen	..	Thana	..	Three paid days ..	....	....	Settlement, dated 18th September 1956	
3	West End Hotel	..	..	Workmen	..	Bombay	..	Five paid days ..	As per Shops and Estts. Act.	Five paid days ..	Fifteen days unpaid leave.	B. G. G., Part I-L, dated 4th December 1958, pp. 5941-42.
4	Western India Match Co. Ltd.	..	..	Workmen (daily and piece rated).	..	Ambernath (Thana).	..	Seven days with pay, D. A. and production bonus.	As per Factories Act.	Twelve days with full pay including production bonus.—Acc: 48 days.	....	B. G. G., Part I-L, dated 11th October 1951, pp. 5214-16.
5	Western India Match Co. Ltd.	..	..	Workmen (monthly paid workers in the Factory at Ambernath).	..	Bombay	..	Seven days with pay and D. A.	Thirty days with pay and D. A.—Acc: 90 days.	Twelve days with pay and D. A.—Acc: 48 days. Not more than six months during entire service.	....	B. G. G., Part I-L, dated 3rd November 1949, p. 1772.
6	Western India Paper and Mills (Vikhroli).	..	..	Workmen (excluding clerical staff and peons).	..	Bombay	..	Five days with full wages.	..	....	....	B. G. G., Part I-L, dated 22nd July 1954, p. 1880.
7	Western India Paper and Board Mills P. Ltd.	..	..	Clerical staff and peons.	..	Bombay	..	Seven days ..	Twenty-one days.—Acc: for a period of 3 years.	Seven days ..	....	Settlement, dated 6th December 1958.
8	Western India Tanneries Ltd.	..	..	Factory workmen and watchmen.	..	Bombay	..	Five days with full pay and D. A.	....	....	....	B. G. G., Part I-L, dated 28th May 1953, p. 1272.

APPENDIX VIII—*concl'd.*

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave.					Reference.
				Casual Leave.	Privilege leave.	Sick leave.	Other type of leave.		
1	2	3	4	5	6	7	8	9	
9	Western Mechanical Industries ..	.. Workmen	.. Bombay	.. Five days as at present.	....	....	....	Settlement, dated 19th September 1958.
10	Western Printers and Publishers.	.. Workmen	.. Bombay	.. Combined P. L., S. L. and C. L. on the basis of one day's leave with wages for every ten days of actual work.—Acc: sixty days.	....	....	....	Settlement, dated 5th August 1954.
11	Western Textile Engraving Works	.. Workmen	.. Bombay	.. Three days	....	....	....	Settlement, dated 13th April 1956.
Y									
1	Y. A. Hazare & Bros.	.. Workmen	.. Bombay	.. 4 days with pay.. As per Factories Act.	....	....	....	Settlement, dated 13th September 1956.
2	Y. M. C. A. (Colaba)	.. Workmen	.. Bombay	.. Seven days with full pay and allowances.—Acc: Twenty-one days with full pay and allowance.—Acc: forty-two days. M. C. for more than 3 days.	....	Seven days with full pay and allowance.—Acc: fourteen days. M. C. for more than 3 days.	....	Settlement, dated 14th February 1956.
1	Zandu Pharmaceutical Works Ltd., Bombay.	Workmen	.. Bombay	.. Seven days on full pay and allowances.	.. Fifteen days	.. Seven days on half pay and D. A.	....	B. G. G., Part I-L, dated 23rd June 1949, pp. 490-91.
2	Zandu Pharmaceutical Works Ltd.	.. Workmen (Factory).	.. Bombay	.. ..	....	Seven days with full pay and D. A.—Acc: Twenty-one days.	....	B. G. G., Part I-L, dated 25th March 1954, p. 657.
3	Zenith Tin Works ..	.. Workmen	.. Bombay	.. Seven days on full pay and D. A.	.. As per Factories Act.	Seven days on full pay and D. A.—Acc: Twenty-one days.	One month without pay.	B. G. G., Part I-L, dated 2nd November 1950, pp. 5389-90.
4	Ziauddin Yassin Khatib Oil Mills	.. Workmen	.. Bombay	.. Seven days paid ..	....	....	One month without pay to employees coming from 300 miles or more.	Settlement, dated 30th April 1956.

APPENDIX IX.

Paid Holidays.

Serial No.	Name of the Concern.	Workmen covered.	No. of paid holidays.				Reference.
			1	2	3	4	
1							5
A							
1	Abdul Karim Iqbal Inambhai Charkha Chapp Factory, Nandgaon	.. Workmen	.. Two days	..	..	..	B. G. G., Part I-L, dated 11th September 1958, p. 4383.
2	Acme Bobbins & Shuttles Ltd., Bombay	.. Workmen	.. Three days	..	..	..	B. G. G., Part I-L, dated 18th November 1954, p. 3122.
3	Acme Printers (India) Ltd., Bombay	.. Workmen	.. Ten days	..	..	..	Settlement, dated 1st March 1957.
4	Aditya Mud-analaya, Ahmedabad	.. Workmen	.. Five days	..	..	..	B. G. G., Part I-L, dated 25th September 1958, p. 4563.
5	Ahmedabad Victoria Iron Works Co. Ltd., Ahmedabad	.. Workmen	.. Four days	..	..	..	Award in Ref. (IT) No. 135/56, dated 14th November 1957. (Unpublished).
6	Aiura Chemical Products Pvt. Ltd., Bombay	.. Workmen	.. Three days	..	..	..	Settlement, dated 5th March 1957.
7	Alcock Ashdown & Co. Ltd., Bombay	.. Workmen	.. Existing practice of three days to continue.	..	..	..	B. G. G., Part I-L, dated 18th October 1956, p. 4067.
8	Alcon Chemical Works Co. Ltd., Baroda	.. Workmen	.. Fifteen days	..	..	..	B. G. G., Part I-L, dated 15th April 1954, p. 841-42.
9	Aiembic Glass Industries Ltd., Baroda	.. Workmen	.. Fifteen days	..	..	..	B. G. G., Part I-L, dated 29th July 1954, p. 1359.
10	Alfa Engineering Works, Bombay	.. Workmen	.. Three days	..	..	..	Settlement, dated 10th January 1957.
11	Amarchand and Mangaldas, Bombay	.. Workmen	.. All public holidays	..	..	..	Settlement, dated 19th April 1958.
12	Ambica Metal Works, Ahmedabad	.. Workmen	.. Four days	..	..	..	Settlement, dated 19th February 1958.
13	Alliboy Sharafally & Co. Ltd., Bombay	.. Workmen	.. Twelve days	..	..	..	B. G. G., Part I-L, dated 6th April 1950, p. 1473.
14	Anant Studio Press, Bombay	.. Workmen	.. Thirteen days	..	..	..	Settlement, dated 14th November 1957.
15	Anil Starch Products Ltd., Ahmedabad	.. Workmen	.. Three days	..	..	..	B. G. G., Part I-L, dated 5th August 1954, p. 2024.
16	Aniline Dyes & Chemical Co., Bombay	.. Workmen	.. Four and half days	..	..	..	Settlement, dated 19th November 1956.
17	Ankleshwar Municipality, Ankleshwar	.. Safai Karamdars	.. Eight half holidays	..	..	..	B. G. G., Part I-L, dated 28th March 1957, p. 1730.

APPENDIX IX—*contd.*

Serial No.	Name of the Concern.	Workmen covered.	No. of paid holidays.	Reference.
1	2	3	4	5
18	Asarva Bobbin Works, Ahmedabad .. ..	.. Workmen	.. Three days	.. B. G. G., Part I-L, dated 25th April 1957, p. 1967.
19	Asha Engineering Industries Pvt. Ltd., Bombay .. ..	.. Workmen	.. Three days	.. Settlement, dated 27th December 1958.
20	Ashok Nut Bolt Industries, Bombay .. ..	.. Workmen	.. Four days	.. Settlement, dated 28th August 1956.
21	Asoka Paper Box Mfg. Co., Bombay .. ..	.. Workmen	.. Eleven days	.. Settlement, dated 5th November 1957.
22	Associated Apparel Pvt. Ltd., Bombay .. ..	.. Workmen	.. Existing practice of Four days to continue.	.. Settlement, dated 9th July 1956.
23	Associated Motors Ltd., Ahmedabad .. ..	.. Workmen	.. Six days	.. Settlement, dated 23rd November 1954.
24	Athenaeum Press, Bombay .. ..	.. Workmen	.. Fourteen days	.. B. G. G., Part I-L, dated 12th January 1950, p. 195.
25	Athenaeum Press, Bombay .. ..	.. Workmen (other than clerical staff).	.. Existing practice of Eighteen days to continue.	.. B. G. G., Part I-L, dated 5th July 1956, p. 2422.
26	Atal Products Ltd., Atul .. ..	.. Workmen	.. Existing practice of Five days to continue.	.. B. G. G., Part I-L, dated 22nd November 1956, p. 4536.
27	Aulia Bidi Factory, Raver (District East Khandsesh) .. ..	.. Workmen	.. One day	.. Settlement, dated 26th September 1955.
28	Automobile Products of India Ltd., Bombay .. ..	.. Monthly paid workmen.	.. Sixteen days	.. B. G. G., Part I-L, dated 6th August 1953, p. 1738.
29	Avery Company Ltd., Bombay .. ..	.. Workmen (other than Clerical staff).	.. Seven days	.. B. G. G., Part I-L, dated 19th July 1951, p. 3582.
B				
1	B. R. Herman & Mohatta (India) Ltd., Bombay .. ..	.. Workmen at Worli Workshop.	.. Three days	.. B. G. G., Part I-L, dated 22nd May 1952, p. 2191.
2	B. R. Herman & Mohatta (India) Ltd., Bombay .. ..	.. Workmen at Colaba Workshop.	.. Three days	.. B. G. G., Part I-L, dated 17th March 1955, p. 793.
3	Balsamor Municipality, Balsamor .. ..	.. Workmen (Safai Kamdars).	.. Half day on all Public Holidays observed by the Municipality.	.. B. G. G., Part I-L, dated 27th May 1954, p. 1333.

4	Bandra Municipality, andra (Khar and Santacruz included)	..	..	Workmen	..	Existing practice of half day on all public holidays to continue.	B. G. G., Part I-L, dated 30th March 1950, p. 1390-91.
5	Baroda Board and Paper Mills Ltd., Ahmedabad	..	..	Workmen	..	Five days	B. G. G., Part I-L, dated 18th September 1958, p. 4484-85.
6	Baroda Borough Municipality, Baroda	..	..	Workmen	..	Twelve half days	B. G. G., Part I-L, dated 10th May 1951, p. 2280.
7	Pastinam Narayandas Maheshri & Chandak Bros. Unt. Chhap Bili Factory, Nasik	..	..	Workmen	..	Two days	B. G. G., Part I-L, dated 19th May 1955, p. 1373.
8	Bel Air Sanatorium, Panchgani (District North Satara)	..	..	Workmen	..	Three half days	Settlement, dated 25th September 1954.
9	Bhadran Municipality, Bhadran	..	..	Safai Kamdars	..	Half day on all the holidays granted to another staff of the Municipality.	Settlement, dated 4th March 1958.
10	Bharat Barrel & Drum Mfg. Co. Ltd., Bombay	..	..	Workmen	..	Three days	B. G. G., Part I-L, dated 7th April 1955, p. 997-98.
11	Bharat Bobbin Ltd., Ahmedabad	..	..	Workmen	..	Six days	Settlement, dated 15th May 1957.
12	Bharat Leather Co., Ahmedabad	..	..	Workmen	..	Four days	Settlement, dated 5th September 1958.
13	Bombay Board and Paper Mills Pvt. Ltd., Bombay	..	..	Workmen	..	Four days	Settlement, dated 3rd January 1958.
14	Bombay Brass and Metal Works, Bombay	..	..	Workmen	..	Five days	B. G. G., Part I-L, dated 7th August 1952, p. 2670.
15	Bombay Chronicle Co. Ltd., Bombay	..	..	Workmen	..	Eleven days	B. G. G., Part I-L, dated 13th October 1949, p. 1452.
16	Bombay Cloth Market Co. Ltd., Bombay	..	..	Workmen	..	All public holidays	Award in Ref. (IT) No. 39/57, dated 21st June 1957 (Unpublished).
17	Bombay Engineering & Metal Works Ltd., Bombay	..	..	Workmen	..	Four days	B. G. G., Part I-L, dated, 11th January 1951, p. 237-38.
18	Bombay Metal & Alloys Mfg. Co. Ltd., Bombay	..	..	Workmen	..	Six days	B. G. G., Part I-L, dated 30th April 1953, p. 971.
19	Bombay Metal Press Co., Bombay	..	..	Workmen	..	Five days	B. G. G., Part I-L, dated 12th March 1953, p. 625.
20	Bombay Municipality, Bombay	..	..	Workmen	..	Eight half days	B. G. G., Part I-L, dated 24th April 1952, p. 1741.
21	Bombay Paints and Allied Products Ltd., Bombay	..	..	Workmen (excluding Clerical staff).	..	Eight days	Settlement, dated 21st February 1956.
22	Bombay Power Laundry Ltd., Bombay	..	..	Workmen	..	Existing practice of three days to continue.	B. G. G., Part I-L, dated 22nd July 1954, p. 1871.
23	Bombay Samachar Co. Ltd., Bombay	..	..	Workmen	..	Eleven days	B. G. G., Part I-L, dated 13th October 1949, p. 1452.
24	Bombay Sewree Chemical Mfg. Co. Pvt. Ltd., Bombay	..	..	Workmen	..	Three days	Settlement, dated 17th January 1957.
25	Bombay Steam Navigation Co. Ltd., Bombay	..	..	Workmen (excluding clerical staff).	..	Three days	B. G. G., Part I-L, dated 31st January 1952, p. 577.

APPENDIX IX—*contd.*

Serial No.	Name of the concern.	Workmen covered.	No. of paid holidays.	Reference.
1	2	3	4	5
26	Bombay Surgical Co., Bombay	.. .. Workmen	.. .. Ten days	.. .. Settlement, dated 15th July 1955.
27	Boots Pure Drugs Co. (India) Pvt. Ltd., Bombay	.. .. Watchman	.. .. Two days	.. .. Settlement, dated 30th September 1957.
28	Borivli Municipality, Borivli	.. .. Workmen	.. .. Half day on all bank holidays, public holidays and on 1st May.	.. .. Settlement, dated 28th August 1956.
29	British India Printing Press, Bombay	.. .. Workmen	.. .. Eleven days	.. .. B. G. G., Part I-L, dated 13th October 1949, p. 1452.
30	Burjorji Pestonji & Sons Ltd., Bombay	.. .. Workmen employed in Express Iron & Brass Works.	.. .. Three days	.. .. B. G. G., Part I-L, dated 15th January 1953, p. 106.
C				
1	Calendar Mfg. Co., Bombay	.. .. Workmen	.. .. Twelve and half days	.. .. Settlement, dated 25th October 1955.
2	Carona Sahu Co. Ltd., Bombay	.. .. Workmen	.. .. Three days	.. .. Settlement, dated 8th November 1954.
3	Chandabhai Bros. & Co., Ahmedabad	.. .. Workmen	.. .. Four days	.. .. Settlement, dated 26th August 1958.
4	Chembur Bone and Fertiliser Co. Ltd., Bombay	.. .. Workmen	.. .. Five days to all employees, 3 days additional to muslim employees.	.. .. Settlement, dated 6th March 1956.
5	Continental Drug Co. Ltd., Bombay	.. .. Workmen	.. .. Sixteen days	.. .. B. G. G., Part I-L, dated 15th January 1953, p. 156.
6	Cooper & Co., Bombay	.. .. Workmen	.. .. Existing practice of four days to continue.	.. .. Settlement, dated 22nd December 1958.
7	Crescent Iron & Steel Corporation Ltd., Bombay	.. .. Workmen	.. .. Two days	.. .. Settlement, dated 4th September 1957.
8	Crescent Trading Co., Bombay	.. .. Workmen	.. .. Six days	.. .. B. G. G., Part I-L, dated 16th May 1951, p. 2231.
D				
1	Dabhoi Municipality, Dabhoi, District Tarada	.. .. Workmen	.. .. Half day on public holidays	.. .. B. G. G., Part I-L, dated 17th January 1957, p. 292.
2	Daily Prabhat, Poona	.. .. Workmen	.. .. Five days	.. .. Award in Ref. (IT) No. 98 of 1958, dated 29th October 1958. (Unpublished).

3	Dalpatram Gircharal's Factory, Ahmedabad	..	..	Workmen	..	Four days	..	..	Settlement, dated 14th October 1958.
4	Dakore Municipality, Dakore (District Baroda)	..	..	Workmen (Safai kamdar).	..	Half day on public holidays	..	..	B. G. G., Part I-L, dated 12th July 1951, p. 3469.
5	Deccan Metal Works, Poona	..	..	Workmen	..	Three days	..	..	Settlement, dated 11th May 1956.
6	Devidayal Metal Industries (Pvt.) Ltd., Bombay	..	..	Workmen	..	Four days	..	..	B. G. G., Part I-L, dated 7th November 1957, p. 4844.
7	Dharmashi Moraji Chemical Co. Ltd., Bombay	..	..	Workmen	..	Six days	..	..	Settlement, dated 2nd August 1957.
8	Divraj Pen Mfg. Co., Bombay	..	..	Workmen	..	Four days	..	..	Settlement, dated 3rd June 1956.
9	Diamond Aerating Gas Works Pvt. Ltd., Bombay	..	..	Workmen	..	Four days	..	..	Settlement, dated 20th February 1957.
10	Diamond Electro Guilders and Galvanizers, Bombay	..	..	Workmen	..	Three days	..	..	B. G. G., Part I-L, dated 29th November 1956 p. 4717.
11	Diamond Jubilee Washing Co., Bombay	..	..	Workmen	..	Four days	..	..	B. G. G., Part I-L, dated 12th August 1954, 2090.
12	Diamond Surgical Dressing Works, Bombay	..	..	Workmen	..	Four days	..	..	B. G. G., Part I-L, dated 7th April 1955, p. 949.
13	Diamond Watch Company, Poona	..	..	Workmen	..	Seven days	..	..	Settlement, dated 3rd February 1959.
14	District Local Board, Ahmednagar	..	..	Workmen	..	Two days	..	..	Settlement, dated 30th January 1956.
15	District Local Board, Nasik	..	..	Workmen	..	Five days	..	..	Settlement, dated 1st December 1956.
16	District Local Board, Poona	..	..	Workmen	..	Fifteen days	..	..	Settlement, dated 20th February 1958.
17	Dnyan Sagar Litho Press, Bombay	..	..	Workmen	..	Eleven days	..	..	Settlement, dated 29th April 1958.
18	Dakore Municipality, Dakore (Dist. Baroda)	..	..	Workmen (Safai kamdars).	..	Half day on public holidays	..	..	B. G. G., Part I-L, dated 12th July 1951, p. 3469.
E									
1	Eagle Advertising Tape Factory, Bombay	..	..	Workmen	..	Four days	..	..	Settlement, dated 30th January 1958.
2	East Asiatic Co. (India) Ltd., Bombay	..	..	Workmen	..	All Government declared holidays	..	..	B. G. G., Part I-L, dated 4th January 1951, p. 120.
3	Eastern Chemical Co. (India), Bombay	..	..	Workmen (Other than clerical staff).	..	Four days	..	..	B. G. G., Part I-L, dated 17th April 1952, p. 1610.
4	Eastern Chemical Co. (India), Bombay	..	..	Workmen (including clerical staff, peons and watchmen).	..	Four days	..	..	B. G. G., Part I-L, dated 26th April 1956, p. 1441.

APPENDIX IX—*contd.*

Serial No.	Name of the concern.	Workmen covered.	No. of paid holidays.	Reference.
1	2	3	4	5
5	Eastern Engineers, Bombay	.. Workmen	.. Five days	.. Settlement, dated 15th December 1958.
6	Edisons Continental Laboratories Bombay	.. Workmen	.. Sixteen days	.. B. G. G., Part I-L, dated 15th January 1953, p. 156.
7	Empire Chemical Works, Bombay	.. Workmen	.. Eighteen days	.. Settlement, dated 10th June 1958.
8	Estrela Batteries Ltd., Bombay	.. Workmen	.. Five days	.. B. G. G., Part I-L, dated 21st July 1949, p. 754.
9	Estrela Batteries Ltd., Bombay	.. Workmen (daily rated).	.. Five days	.. B. G. G., Part-II, dated 3rd January 1957, p. 3.
10	Estrela Batteries Ltd., Bombay	.. Workmen. (monthly rated staff).	Existing practice of 14 days to continue	.. B. G. G., Part I-L, dated 28th November 1957, p. 5416-17.
11	Express News Papers Ltd., Bombay	.. Workmen	.. Eleven days	.. B. G. G., Part I-L, dated 13th October 1949, p. 1452.
F				
1	F. & C. Osler (India) Ltd., Bombay	.. Workmen	.. Eight days	.. B. G. G., Part I-L, dated 8th December 1955, p. 3675.
2	Fairdeal Corporation Ltd., Bombay	.. Workmen (including clerical and technical staff).	.. Seven days	.. B. G. G., Part I-L, dated 17th January 1952, p. 280.
3	Forage & Co., Bombay	.. Workmen	.. Six days	.. Settlement, dated 19th October 1956.
4	Forge & Blower Co., Ahmedabad	.. Workmen	.. Five days	.. B. G. G., Part I-L, dated 9th June 1955, p. 1676.
5	Firestone Tyre & Rubber Co. of India Ltd., Bombay..	.. Workmen (Office staff).	.. 21 days	.. B. G. G., Part I-L, dated 19th December 1949, p. 2472.
6	Firestone Tyre & Rubber Co. of India Ltd., Bombay..	.. Workmen	.. Three days	.. B. G. G., Part I-L, dated 17th May 1951, p. 2440.
G				
1	G. Claridge & Co. Ltd., Bombay	.. Workmen	.. Eleven days	.. B. G. G., Part I-L, dated 13th October 1949, p. 1452.
2	Gandevi Municipality, Gandevi	.. Workmen	.. Half day on public holidays	.. Settlement, dated 24th December 1954.

3	Garment Cleaning Works, Bombay	..	..	..	..	..	Workmen (Factory workmen at Dongarey Road, Gowalia Tank Road).	Six days	..	..	B. G. G., Part I-L, dated 21st January 1954, p. 152.
4	Gati Prakashan Ltd., Ahmedabad	..	..	..	..	..	Workmen	Four days	..	..	B. G. G., Part I-L, dated 14th October 1954, p. 2808.
5	General Commercial Co., Bombay	..	..	..	..	..	Workmen	Three days	..	..	Settlement, dated 12th August 1957.
6	General Motors India Ltd., Bombay	..	..	..	..	..	Workmen (hourly paid workmen including hourly paid clerical staff).	Three days	..	..	B. G. G., Part I-L, dated 20th March 1952, p. 1197.
7	Gita Dharma Press, Ahmedabad	..	..	..	..	..	Workmen	Four days	..	..	B. G. G., Part I-L, dated 27th September 1956, p. 3546.
8	Glaxo Laboratories (India) Ltd., Bombay	..	..	..	..	..	Workmen	Existing practice of 15 days to continue	..	..	B. G. G., Part I-L, dated 28th August 1952, p. 2878.
9	Godhra Brough Municipality, Godhra	..	..	..	..	..	Safai Kamdars	Half day on all public holidays observed by the Municipality	..	..	B. G. G., Part I-L, dated 15th July 1954, p. 1782.
10	Godrej Soaps Ltd., Bombay	..	..	..	..	..	Workmen	Four days	..	..	Settlement, dated 30th August 1956.
11	Gold Soap Co., Bombay	..	..	..	..	..	Workmen	Three days	..	..	Settlement, dated 7th January 1958.
12	Gujarat Metal Factory, Poona	..	..	..	..	..	Workmen	Three days	..	..	Settlement, dated 11th May 1956.
13	Gujarat Oil Mills & Mfg. Co. Ltd., Ahmedabad	..	..	..	..	..	Workmen	Two days	..	..	B. G. G., Part I-L, dated 27th September 1956, p. 3526.
14	Gujarat Rubber Works Ltd., Baroda	..	..	..	..	..	Workmen (other than clerks).	Three days	..	..	B. G. G., Part I-L, dated 26th May 1955, p. 1486.
15	Gujarat Wood Works, Bombay	..	..	..	..	..	Workmen	Two days	..	..	Settlement, dated 21st February 1956.
1	Hind Cycles Ltd., Bombay	..	..	..	..	..	Workmen. (only supervisors at its Worli Factory and all its workmen at Chain Plant at Kandivali).	Four days	..	..	B. G. G., Part I-L, dated 22nd May 1958, p. 2648.
2	Hind Cycles Ltd., Bombay	..	..	..	..	..	Factory workmen only.	Four days	..	..	B. G. G., Part I-L, dated 16th October 1952, p. 3353.
3	Hindustan Chemical Works, Ltd., Bombay	..	..	..	..	..	Workmen	Four days	..	..	B. G. G., Part I-L, dated 23rd September 1954, p. 2487.

APPENDIX IX—*contd.*

Serial No.	Name of the concern.	Workmen covered.	No. of paid holidays			Reference.
			3	4	5	
1	2					
4	Hindustan Cork Mfg. Co., Bombay	.. Workmen	..	Thirteen days	..	.. B. G. G., Part I-L, dated 20th March 1958, p. 1387.
5	Hindustan Mineral Products Co. Pvt. Ltd., Bombay	.. Workmen	..	Three days	..	.. Settlement, dated 26th November 1956.
6	Hindustan Plastics Ltd., Bombay	.. Workmen	..	Two days	..	.. Settlement, dated 3rd May 1956.
7	Hindustan Printing Press, Poona	.. Workmen	..	Five days	..	.. Award in (IT) No. 98 of 1958, dated 29th October 1958 (unpublished)
8	Hindustan Varnaspati Mfg. Co. Ltd.	.. (i) Staff in Commercial Establishment. (ii) Factory Staff (monthly paid). (iii) Factory Staff (Hourly paid).	..	22 days 17 days 5 days	..	.. B. G. G., Part I-L, dated 27th March 1952, pp. 1306-08.
9	Holland & Company, Bombay	.. Workmen	..	Four days	..	.. B. G. G., Part I-L, dated 4th January 1951, p. 74.
10	Humidifying & Vacuum Cleaning Plant Factory, Ahmedabad	.. Workmen	..	Four days	..	.. Settlement, dated 15th May 1956.
11	Husseini Metal Rolling Mills Pvt. Ltd., Bombay	.. Workmen	..	Six days	..	.. Settlement, dated 5th April 1958.
I						
1	I. B. Bobbin Works, Ahmedabad	.. Workmen	..	Two days	..	.. B. G. G., Part I-L, dated 4th August 1955, p. 2418.
2	Ichalkaranji Borough Municipality, Ichalkaranji	.. All workmen including clerical staff in sanitary department.	..	Ten half holidays	..	.. B. G. G., Part I-L, dated 27th January 1955, p. 233.
3	Imperial Industries Co., Bombay	.. Workmen	..	Four days	..	.. B. G. G., Part I-L, dated 9th October 1958, p. 4868.
4	India Mercantile Agencies, Bombay	.. Workmen	..	Four days	..	.. B. G. G., Part I-L, dated 3rd May 1951, p. 2055.
5	India Printing Works, Bombay	.. Workmen	..	13 days	..	.. Settlement, dated 13th March 1958.
6	Indian Tube Mills and Metal Industries Ltd., Bombay	.. Workmen	..	Five days	..	.. Settlement, dated 12th November 1957.
7	Indian Cork Mills, Bombay (Byculla and Pawai)	.. Workmen	..	13 days	..	.. B. G. G., Part I-L, dated 20th March 1958, p. 1384.

8	Indian National Press (Bombay) Ltd., Bombay	..	..	Workmen	..	Eleven days	..	B. G. G., Part I-L, dated 13th October 1949, p. 1452.
9	Indian Oxygen and Acetylene Co. Ltd., Bombay	..	..	Factory Staff	..	Eight days	..	B. G. G., Part I-L, dated 22nd December 1949, p. 2368.
10	Indian Plastics Ltd., Bombay (Factory and Office at Kandivali excluding Radio Section)	..	..	Workmen (Including Clerks)	..	Three days	..	B. G. G., Part I-L, dated 5th August 1954, p. 2031.
11	Indian Plastics Ltd., Bombay (Radio Section)	..	..	Workmen	..	Three days	..	B. G. G., Part I-L, dated 5th September 1957, p. 3756.
12	Indian Smelting and Refining Co. Ltd., Bombay	..	..	Workmen (Excluding Clerical Staff)	..	Three days	..	B. G. G., Part I-L, dated 30th April 1953, p. 975.
13	Indian Tool Manufacturers Ltd., Bombay	..	..	Workmen (Staff employees)	..	Twenty-two and a half days	..	B. G. G., Part I-L, dated 24th November 1955, p. 3513.
14	Indian Vegetable Products Ltd., Bombay	..	..	Daily and monthly rated workmen	..	Fifteen days	..	B. G. G., Part I-L, dated 25th October 1955, p. 5458.
15	Indosal Chemical Corporation Ltd., Bombay	..	..	Workmen (Excluding Clerical Staff)	..	Four days	..	B. G. G., Part I-L, dated 22nd May 1958, p. 2730.
16	International Book House Pvt. Ltd., Bombay	..	..	Workmen	..	Fifteen days	..	Settlement, dated 14th May 1956.
1	Jallo Subsidiary Industries Co. (India) Ltd., Bombay	..	..	Daily rated workers	..	Four days	..	B. G. G., Part I-L, dated 8th October 1953, p. 2165.
2	Janasatta Karyalaya, Ahmedabad	..	..	Workmen	..	Six days	..	B. G. G., Part I-L, dated 10th January 1957, p. 174.
3	Jay Bharat Rubber and Plastic Industries, Rajkot	..	..	Workmen	..	Three days (Including one on Jannashami by substituting for Sunday if possible or with full pay in the alternative).	..	B. G. G., Part I-L, dated 20th December 1956, p. 5102.
4	Jayanand Khira and Co. Pvt. Ltd., Bombay.	..	..	Workmen (Excluding Clerks)	..	Four days	..	Settlement, dated 28th August 1956.
5	Jayant Metal Mfg. Co., Bombay	..	..	Workmen (Excluding Clerical Staff)	..	Four days	..	B. G. G., Part I-L, dated 16th April 1953, p. 884.
6	Jayant Paper Box Factory, Bombay	..	..	Workmen	..	Ten days	..	Settlement, dated 28th May 1956.

APPENDIX IX—*contd.*

Serial No.	Name of the concern.	2	3	4	5
			Workmen covered.	No. of paid holidays	Reference
7	Jaybee Plastic Works, Bombay	..	..	Four days	.. Settlement, dated 21st October 1955.
8	Jayems Beechy and Co. (Pvt.) Ltd., Bombay	..	..	Four days	.. Settlement, dated 17th August 1957.
9	Jivrajshah and Co., Bombay	..	..	Four days	.. Settlement, dated 24th August 1957.
10	Jyoti Ltd., Baroda	..	..	Eleven days (Festival holidays to be substituted for weekly off).	.. Settlement, dated 26th February 1956.
K					
1	K. E. M. Hospital, Poona	..	..	Existing Practice of giving four-teen days to continue.	.. Settlement, dated 22nd November 1957.
2	Kailas Cotton Press, Bombay	..	..	All Public Festival Holidays	.. Settlement, dated 30th October 1956.
3	Kemdar Ltd., Bombay	..	..	Two days	.. B. G. G., Part I-L, dated 7th February 1952, p. 665.
4	Kandivli Metal Works, Bombay	..	..	Four days	.. Settlement, dated 14th February 1956.
5	Kay-Dee Corporation, Bombay	..	..	Five days	.. B. G. G., Part I-L, dated 12th April 1956, p. 1223.
6	Kenyon Greaves Ltd., Bombay	..	..	Present practice of granting three days to continue,	B. G. G., Part I-L, dated 11th November 1954, p. 3051.
7	Khandelwal Metal and Engineering Works, Bombay	..	..	Three days	.. B. G. G., Part I-L, dated 6th November 1958, p. 5347.
8	Khira Steel Works (Pvt.) Ltd., Bombay	..	..	Four days	.. Settlement, dated 28th August 1956.
9	Kirloskar Oil Engines Ltd., Poona	..	..	Four days	.. B. G. G., Part I-L, dated 17th July 1958, p. 3602.

10	Kirti Work (Tablets), Bombay	..	..	Monthly Workmen (Excluding Clerks)	Four days	..	..	Settlement, dated 16th October 1956.
11	Koovarij Devshi and Co. Private Ltd., Bombay	..	..	Workmen	Four days	..	..	Settlement, dated 6th August 1957.
12	Kores (India) Ltd., Bombay	..	..	Workmen	Eighteen days	..	..	Settlement, dated 31st March 1956.
13	Kotkar Enamel Works, Bombay	..	..	Workmen (excluding clerks).	Two days	..	..	Settlement, dated 22nd February 1956.
14	Krishna Trading Co., Bombay	..	..	Workmen	Seven days	..	..	Settlement dated, 11th February 1957.
15	Kulko Engineering Works Ltd., Ichalkaranji	..	..	Workmen	Three days	..	..	B. G. G., Part I-L, dated 27th January 1955, p. 264.
16	Kumar Metal Industries, Bombay	..	..	Workmen	Four days	..	..	Settlement, dated 27th May 1957.
L								
1	Laffans (India) Ltd., Bombay	..	..	Workmen	Five days	..	..	Settlement, dated 27th May 1955.
2	Lalubhai Amichand Private Ltd., Bombay	..	..	Workmen	Five days	..	..	Settlement, dated 9th November 1957.
3	Lever Brother (India) Ltd., Bombay	..	..	(i) Staff of Commercial Establishments (ii) Factory staff (monthly paid and observing clerical hours of work) (iii) Factory Staff (Hourly rated)	22 days as existing 17 days as existing 5 days as existing	..	..	B. G. G., Part I-L, dated 27th March 1952, p. 1306-08.
4	Loksatta (Gujarati Daily), Baroda	..	..	Workmen (Working Journalists)	9 days as at present	..	..	Unreported Award Ref. (IT) No. 40 of 1957, dated 11th March 1958.
5	Lunawada Municipality, Lunawada	..	..	Safai Kamdars	Half days on public holidays on which Municipal office remains closed	..	..	B. G. G., Part I-L, dated 13th July 1953, p. 1690.
M								
1	Madhusudan Oil Products, Talod	..	..	Workmen	Three days	..	..	Unreported Award Ref. (IT) No. 112/57, dated 23rd November 1957.
2	Maharaxmi Glass Works Ltd., Bombay	..	..	Workmen	Five days	..	..	Settlement, dated 21st February 1956.
3	Maharaxmi Vijay Iron and Brass Factory, Ahmedabad	..	..	Workmen	Four days	..	..	B. G. G., Part I-L, dated 18th September 1958, p. 493-94.

APPENDIX IX—contd.

Serial No.	Name of the concern.	Workmen covered.	No. of paid holidays.	Reference.
1	2	3	4	5
4	Mahindra and Mahindra Ltd., Bombay	.. Workmen	.. Eight days	.. Settlement, dated 25th April 1956.
5	Malad District Municipality, Malad	.. Workmen	.. Half holiday on each Gazetted and Sectional Holidays.	.. Settlement, dated 8th February 1956.
6	Mangaldas & Co., Bombay	.. Workmen	.. Ten days	.. Settlement, dated 20th August 1957.
7	Mazgaon Dock Ltd., Bombay	.. Workmen	.. 3 days as at present	.. B. G. G., Part I-L, dated 18th October 1956, p. 4005-07.
8	Mackenzies Ltd., Bombay	.. Workmen	.. Four days as existing	.. B. G. G., Part I-L, dated 29th May 1951, p. 1463.
9	Meherally Saw Mill and Timber Works, Bombay	.. Workmen	.. Six days	.. B. G. G., Part I-L, dated 23rd August 1951, p. 4350.
10	Metal Box Co. of India Ltd., Bombay	.. Workmen (excluding Clerical staff).	.. Six days as at present	.. B. G. G., Part I-L, dated 23th June 1951, p. 3127-29.
11	Metal Moulders Private Ltd., Ahmedabad	.. Workmen	.. Four days	.. Unreported Award Ref. (IT) No. 175 of 1957 dated 23rd November 1957.
12	Mhatre's Art Studio, Bombay	.. Workmen	.. Four days	.. Settlement, dated 11th February 1956.
13	Motiwala and Natekar, Bombay	.. Workmen	.. Two days	.. Settlement, dated 14th August 1955.
14	Manorath Printery, Ahmedabad	.. Workmen	.. Seven days	.. Settlement, dated 12th December 1955.
15	Kulchand Narottandas, Bombay	.. Workmen	.. Five days	.. Settlement, dated, 7th February 1957.
N				
1	National Engineering Works, Bombay	.. Workmen	.. Three days	.. B. G. G., Part I-L, dated 5th May 1955, p. 1252.
2	National Engineering Works, Bombay	.. Workmen (Ex-Clerical staff)	.. Four days	.. B. G. G., Part I-L, dated 19th December 1957, p. 5824.
3	National Non-Ferrous Industries, Bombay	.. Workmen	.. Six days	.. Settlement, dated 18th October 1956.
4	National Shuttle Mfg. Works, Ahmedabad	.. Workmen	.. Four days	.. B. G. G., Part I-L, dated 18th September 1953, p. 4442.
5	National Steel Works, Ltd., Bombay	.. Workmen	.. Four days	.. B. G. G., Part I-L, dated 5th July 1951, p. 3305.

6	Natar Oil Mills, Baroda	..	..	..	Workmen	..	Four days	..	B. G. G., Part I-L, dated 7th August 1953,
7	Narbada Valley Chemical Industries Ltd., Rajpipla	..	..	..	Workmen	..	Five days	..	B. G. G., Part I-L, dated 17th May 1956, p. 1759-60.
8	Navshakti News Paper Ltd., Bombay	..	..	..	Workmen	..	Eleven days	..	B. G. G., Part I-L, dated 15th December 1949, p. 2259.
9	New Anand Sagar Type Foundry, Bombay	..	..	..	Workmen	..	Five days	..	Settlement, dated 5th/15th February 1957
10	New Bharat Printing Press, Bombay	..	..	..	Workmen]	..	Twelve & half days	..	Settlement, dated 30th January 1956.
11	New Book Co. Pvt. Ltd., Bombay	..	..	..	Workmen	..	Fourteen of the Bank holidays	Unreported award Ref. (IT) No. 93 of 1957, dated 6th November 1957.	
12	New Engineering Woks, Bombay	..	..	..	Workmen	..	Four days	..	Settlement, dated 17th April 1957.
13	New India Industries Ltd., Employees Co-op. Credit Society Ltd., Baroda	..	..	..	Hotel Workmen	..	As observed in the mill	..	Settlement, dated 4th October 1957.
14	New Jack Printing Works Ltd., Bombay	..	..	..	Workmen	..	Eleven days	..	B. G. G., Part I-L, dated 27th July 1950, p. 3225.
15	New Sagar Printing Press, Bombay	..	..	..	Workmen	..	Ten days as at present	..	Settlement, dated 24th December 1957.
16	New Standard Co. Ltd., Bombay	..	..	..	Workmen	..	Three days	..	B. G. G., Part I-L, dated 12th July 1951, p. 3462.
17	New Standard Engineering Co. Ltd., Bombay	..	..	..	Workmen (other than Clerical staff)	..	Three days	..	B. G. G., Part I-L, dated 12th July 1951, p. 3462.
18	New Trinity Metal Works Ltd., Bombay	..	..	..	Workmen	..	Three days	..	Settlement, dated 4th October 1955.
19	Niranjan Ginning Factory, Bedwad	..	..	..	Workmen	..	Two days	..	Settlement, dated 30th August 1957.
20	Noble Paints & Varnish Co. Ltd., Bombay	..	..	..	Workmen	..	Four days	..	Settlement, dated 30th August 1955.
21	North Satara District Local Board, Satara	..	..	..	Workmen	..	Ten days	..	Unreported, award Ref. (IT) No. 3458, dated 1st April 1958.
O									
1	Ojas Cosmetics & Pharmaceutical Corporation Factory No. 2, Ahmedabad.	..	..	..	Workmen	..	Two extra days	..	Unreported Ref. (IT) No. 35 of 1957, dated 31st July 1957.
2	The Oriental Metal Pressing Works, Bombay	..	..	..	Workmen (other than Clerical staff)	..	Nine days	..	B. G. G., Part I-L, dated 27th December 1951, p. 6603.
3	Oriental Pharmaceutical Industries Ltd., Bombay	..	..	..	Workmen	..	Thirteen days	..	Settlement, dated 26th April 1957.
P									
1	P. Dhanjiboy & Sons, Ahmedabad	..	..	..	Workmen of Ahmedabad Station Depot including ice men their helpers and head office	..	Four days	..	Settlement, dated 30th August 1958.

(e.c.p.) No. A P 1133-1262

APPENDIX IX—contd.

Serial No.	Name of the concern.	Workmen covered.	No. of paid holidays.	Reference.
1	2	3	4	5
2	P. Dhanjibhai & Sons, Ahmedabad	.. .. . Workmen (Safai Kamgar).	Four days ..	.. Settlement, dated 27th September 1958.
3	Padra Municipality, Padra (District Baroda)	.. .. . Workmen (Safai Kamgar).	Half day on Public festival holidays. .. days.	B. G. G., Part I-L, dated 13th August 1958, p. 1783.
4	Palanpur Municipality, Palanpur	.. .. . Workmen (Octroi staff).	Twelve days ..	B. G. G., Part I-L, dated 5th May 1955, p. 1234.
5	Palanpur Municipality, Palanpur.	.. .. . Workmen Sanitation (staff).	All Public Holidays observed.	Settlement, dated 24th February 1954.
6	Palekar & Co., Bombay	.. .. . Workmen (at Stan-vac Refinery, Mahul).	Twelve days ..	.. Settlement, dated 9th May 1956.
7	Panchal Engineering Works, Ahmedabad	.. .. . Workmen (at Daria-pur and Sarang-pur factories).	Four days ..	B. G. G., Part I-L, dated 10th January 1957, p. 167.
8	Pandharpur Municipality, Pandharpur	.. .. . (1) Staff of Conservancy Department.	(1) Ten half days ..	B. G. G., Part I-L, dated 8th December 1955, pp. 3692-93.
9	Paper Products Ltd., Bombay	.. .. . Workmen	Eleven days ..	.. Settlement, dated 28th September 1955.
10	Parekh Litho Works, Bombay	.. .. . Workmen	Eleven days ..	.. Settlement, dated 20th August 1956.
11	Parekh Litho Works, Bombay	.. .. . Workmen (other than Clerks).	Six days as existing ..	B. G. G., Part I-L, dated 26th September 1957, pp. 4171-72.
12	Parmy Manufactory Pvt. Ltd., Bombay	.. .. . Workmen (excluding Clerical staff).	Three days ..	.. Settlement, dated 6th April 1957.
13	Peninsula Varnish & Paints Works, Bombay	.. .. . Workmen	Eight days ..	B. G. G., Part I-L, dated 27th January 1956, p. 283
14	Perfecta Printing Works, Bombay	.. .. . Workmen	Fourteen days ..	B. G. G., Part I-L, dated 24th December 1958, pp. 2822-23.
15	Petlad Turkey Red Dye Work Company Ltd., Petlad	.. .. . Workmen (other than Clerks).	Two days ..	B. G. G., Part I-L, dated 26th February 1958, p. 490.
16	Philpress, Bombay	.. .. . Workmen	Fifteen days ..	.. Settlement, dated 29th January 1957.

17	Picture Frame Factory, Bombay	..	..	..	..	Workmen	..	Four days	..	..	B. G. G., Part I-L, dated 11th September 1958, pp. 4380-81.
18	near Rubber Mills (Bom.) Ltd., Bombay	..	..	..	..	Workmen (excluding Clerks).	..	Three days	..	..	B. G. G., Part I-L, dated 2nd February 1956, p. 299.
19	Plastella, Borivli, Bombay	..	..	..	..	Workmen	..	Three days	..	..	B. G. G., Part I-L, dated 16th June 1955, p. 1764.
20	Poona Cantonment Board, Poona	..	..	..	..	Workmen (Conservancy and Engineering Deptt.).	..	Twenty-four half holidays	..	..	B. G. G., Part I-L, dated 20th June 1957, p. 2772.
21	Poona City Municipal Corporation, Poona	..	..	..	..	Workmen (permanent and daily rated).	..	Twelve days to staff of certain non-essential depts., and twenty four half days to employees of essential depts.	..	..	Settlement, dated 20th July 1956.
22	Powella Ltd., Bombay	..	..	..	..	Workmen (monthly rated at Head office and show rooms).	..	Seventeen days	..	..	B. G. G., Part I-L, dated 8th January 1958, pp. 82-83.
23	Practical Engineering Works, Bombay	..	..	..	..	Workmen	..	Three days	..	..	B. G. G., Part I-L, dated 27th December 1956, p. 5112.
24	Prakash Strap Mfg. Co., Bombay	..	..	..	..	Workmen	..	Three days	..	..	Settlement, dated 1st August 1956.
25	Prantij Municipality, Prantij	..	..	..	..	Workmen (Safai Kamgars).	..	Half day on all Gazetted Holidays	..	..	B. G. G., Part I-L, dated 13th July 1950, p. 2844.
26	Premier Automobiles Ltd., Bombay	..	..	..	..	Workers (Ex-monthly rated office clerical staff).	..	Five days	..	..	B. G. G., Part I-L, dated 26th August 1954, pp. 2225-26.
27	Premier Automobiles Ltd., Bombay	..	..	..	..	Workmen	..	Minimum 5 and maximum 8 days	..	..	B. G. G., Part I-L, dated 17th May 1956, p. 1681.
28	Premier Offset Works, Bombay	..	..	..	..	Workmen	..	Eleven days	..	..	B. G. G., Part I-L, dated 28th December 1960, p. 6274.
29	Pride of India Press, Bombay	..	..	..	..	Workmen	..	Six days	..	..	B. G. G., Part I-L, dated 9th February 1956, p. 404.
30	Punjab Metal Works, Bombay	..	..	..	..	Workmen	..	Two days	..	..	Settlement, dated 4th January 1956.
31	Punjab Steel Rolling Mills Ltd., Baroda	..	..	..	..	Workmen	..	Four days	..	..	Settlement, dated 3rd September 1956.
R											
1	R. B. Paints Industries (India), Bombay	..	..	..	..	Workmen	..	Three full days and four half days	..	..	Settlement, dated 12th September 1957.
2	Raghavji Kanji and Pressing Factory, Shendurni (E. K.)	..	..	..	..	Workmen	..	Two days	..	..	Settlement, dated 23rd February 1958.
3	Raja Balkrishna Harilal Co., Bombay	..	..	..	..	Workmen	..	Eleven days	..	..	Settlement, dated 16th November 1957.
4	Rashtriy Metal Industries Ltd., Bombay	..	..	..	..	Workmen	..	Four days	..	..	B. G. G., Part I-L, dated 1st September 1953, p. 2708.

APPENDIX IX—contd

Serial No.	Name of the concern.	Workmen covered.	No. of paid holidays.	Reference.
1	2	3	4	5
5	Regal Motors, Bombay	.. Workmen (daily rated) Monthly rated ..	Seven days ..	.. B. G. G., Part I-L, dated 8th January 1953, p. 56-57.
6	Ripon Road Iron Foundry, Bombay	.. Workmen (excluding clerical staff) ..	Seven days as existing. Two days ..	.. Unreported Award Ref. (IT) No. 28/58, dated 10th October 1958.
7	Rishon Printing Works, Bombay	.. Workmen ..	Ten days as at present ..	.. B. G. G., Part I-L, dated 9th November 1950, p. 5541.
8	Rohtas Saw Mills, Bombay	.. Workmen ..	One day ..	.. Settlement, dated 2nd August 1957.
3				
1	S. A. Engineering Works, Bombay	.. Workmen ..	Five days ..	.. B. G. G., Part I-L, dated 26th May 1955, p. 1471.
2	Sabarnati Oil Mills, Ahmedabad	.. Workmen ..	Four days ..	.. B. G. G., Part I-L, dated 22nd November 1956, p. 4530.
3	Saifee Art Printing Works, Bombay	.. Workmen ..	Twelve days ..	.. Settlement, dated 27th August 1956.
4	Salvation Army Emery Hospital, Anand	.. Workmen ..	Seven days ..	.. B. G. G., Part I-L, dated 8th November 1956, p. 4411.
5	Sanaad Municipality, Sanand	.. Workmen (Safai Kamdar) ..	Half Holiday on all public holidays observed by Municipality ..	.. B. G. G., Part I-L, dated 23rd April 1953, p. 934.
6	Sangam Metal and Engineering Ltd., Poona	.. Workmen (excluding clerical staff) ..	Four days ..	.. B. G. G., Part I-L, dated 27th December 1956, p. 5134.
7	Sangli City Municipality, Sangli	.. Workmen (Sanitary Deptt) ..	Ten-half holidays ..	.. B. G. G., Part I-L, dated 22nd December 1955, p. 3976
8	Sanj Vartaman, Bombay	.. Workmen ..	Eleven days ..	.. B. G. G., Part I-L, dated 13th October 1949, p. 1452.
9	Sankay Electrical Stampings Ltd., Bombay	.. Workmen ..	Four days ..	.. Settlement, dated 24th January 1955.
10	Sardar Litho Press, Bombay	.. Workmen ..	Eight days ..	.. Settlement, dated 4th/21st June 1955.
11	Sardar Iron and Steel Mill, Bombay	.. Workmen ..	Four days ..	.. Settlement, dated 13th September 1955.
12	Sastu Sahitya Mudranalaya Trust, Ahmedabad	.. Workmen ..	Six days ..	.. Settlement, dated 23rd April 1957.

13	Sastu Sahitya Mudranalaya Trust, Ahmedabad	..	..	Clerk, Proof Readers and Peons	As existing i. e. Eight days	..	Settlement, dated 6th November 1953.
14	Satyadev Chemicals Ltd., Baroda	..	..	Workmen	.. Fifteen days	..	Settlement, dated 24th August 1954.
15	Scientific Soap Works, Ahmedabad	..	..	Soap workers	.. Three days	..	Settlement, dated 1st March 1956.
16	Shantilal Chandrakant Printing Press, Ahmedabad	..	..	Workmen	.. Six days	..	Settlement, dated 29th April 1954.
17	Shaparia Dock and Steel Co. Ltd., Bombay	..	..	Workmen	.. Four days	..	B. G. G., Part I-L, dated 31st December 1953, p. 2853.
18	Shaparia Dock and Steel Co. Ltd., Bombay	..	..	Workmen (Both daily and monthly)	.. Four days	..	B. G. G., Part I-L, dated 17th May 1956, p. 1700.
19	Sharda Mudranalaya, Ahmedabad	..	..	Workmen	.. Seven days	..	Settlement, dated 8th October 1956.
20	Shaw Wallace and Co. Ltd., Glue Factory, Cambay	..	..	Workmen	.. Four days	..	Unreported award Ref. (IT) No. 231 of 53, dated 10th September 1953.
21	Shri Ganesh Chemical Industries, Bombay	..	..	Workmen	.. Four days	..	B. G. G., Part I-L, dated 14th October 1954, p. 2806.
22	Shri Krishna Ginning Factory, Dodwad	..	..	Workmen	.. Two days	..	Settlement, dated 30th August 1957.
23	Shri Ram Cotton Pressing Factory Ltd., Bombay	..	..	Time rated workmen	All festival or public Holidays	..	Settlement, dated 30th October 1956.
24	Shri Satyanarayan Iron and Brass Factory, Ahmedabad	..	..	Workmen	.. Four days	..	Settlement, dated 2nd September 1958.
25	Sholapur Municipality, Sholapur	..	..	Workmen (excluding clerks)	Fifteen Half-days	..	B. G. G., Part I-L, dated 28th August 1952, p. 2914.
26	Sholapur Municipality, Sholapur	..	..	Workmen (Staff including Peons getting Gazetted Holidays)	Four days	..	B. G. G., Part I-L, dated 2nd August 1956, p. 2679.
27	Sholapur Municipality, Sholapur	..	..	Workmen	.. Four days	..	Settlement, dated 8th January 1953.
28	Sholapur Municipality, Sholapur	..	..	Workmen (in City Bar Depot)	Four days	..	Settlement, dated 8th January 1953.
29	Sojitra Municipality, Sojitra	..	..	Municipal Workers	Half holiday on all Public Holidays	..	Settlement, dated 21st December 1953.
30	Somani & Co. Private Ltd., Bombay	..	..	Workmen	.. Three days	..	Settlement, dated 5th May 1956.
31	Somani & Co. Private Ltd., Bombay	..	..	Workmen	.. Five days	..	B. G. G., Part I-L, dated 4th December 1953, p. 3800.
32	South India Rubber Works, Bombay	..	..	Workmen (excluding clerks)	Four days	..	B. G. G., Part I-L, dated 27th September 1956, p. 3562.
33	Standard Drum & Barrel Mfg. Co., Bombay	..	..	Workmen	.. Four days	..	B. G. G., Part I-L, dated 8th August 1957, pp. 3478-77.

APPENDIX IX—contd.

Serial No.	Name of the concern.	Workmen covered.	No. of paid holidays.	Reference.
1	2	3	4	5
34	States People's Ltd., (Jammabhoimi Group of Papers), Bombay..	.. Workmen ..	Eleven days ..	.. B. G. G., Part I-L, dated 13th October 1949, p. 1452.
35	Sanderdas Saw Mills, Bombay .. ..	.. Workmen (other than Clerical staff).	Eight days ..	.. B. G. G., Part I-L, dated 3rd May 1951, p. 2185.
36	Surya Prakash and Advance Printeries, Ahmedabad ..	.. Workmen ..	Six days ..	.. Settlement, dated 19th January 1955.
37	Swastik Engineering Works, Bombay .. ..	.. Workmen (Other than clerks)	Three days ..	.. B. G. G., Part I-L, dated 31st May 1956, p. 1962.
38	Swastik Metal and Engineering Works, Bombay ..	.. Workmen ..	Four days ..	.. Settlement, dated 22nd September 1954.
39	Swastik Metal and Engineering Works, Bombay ..	.. Workmen ..	Four days ..	.. Settlement, dated 1st August 1956.
40	Swastik Rubber Products Ltd., Baroda .. ..	.. Permanent workmen (other than clerks.)	Four days ..	.. B. G. G., Part I-L, dated 23rd February 1956, p. 627.
41	Swastik Textile Trading Co. Pvt. Ltd., Ahmedabad ..	.. Workmen ..	Three days ..	.. B. G. G., Part I-L, dated 27th December 1956, p. 5155-56.
T				
1	Taberi Paper Box Factory, Bombay .. ..	.. Workmen ..	Four days ..	.. B. G. G., Part I-L, dated 8th April 1954, p. 746
2	Tayyab Oil Mills, Bombay .. ..	.. Workmen ..	Four days ..	.. Settlement, dated 10th October 1956.
3	Technical Service (Pvt.) Ltd., Bombay ..	.. Hourly rated workmen and Watchmen	Eight days ..	.. Settlement, dated 13th August 1956.
		Monthly paid employees	Sixteen days	
4	Thos. Cook and Sons (Continental and Overseas) Ltd., Bombay ..	.. Workmen at Bombay	All Holidays declared by Chambers of Commerce and 1st May if granted as public holiday	B. G. G., Part I-L, dated 21st May 1953 p. 1194.
5	True Point Products, Bombay .. ..	.. Workmen ..	Four days ..	.. Settlement, dated 17th February 1956.
6	Tyresoles Concessionsires Ltd., Bombay ..	.. Factory workmen	Ten days ..	.. Settlement, dated 8th October 1954.

U

1	United Traders Ltd., Bombay	..	..	..	..	(1) Factory observing clerical hours and monthly paid workmen. (2) Factory workmen (hourly paid). Workmen (excluding clerical staff, watchmen and peons).	Seventeen days	..	..	B. G. G., Part I-L, dated 27th March 1952 p. 1306-07.
2	Universal Mechanical Works Private Ltd. Bombay	..	..	..	..	Workmen (excluding clerical staff, watchmen and peons).	Five days. Three days	..	..	Settlement, dated 13th May 1957.
3	Unjha Pharmacy Ltd., Unjha (North Gujarat)	..	..	..	..	Workmen	Six days	..	..	Settlement, dated 18th March 1955.
4	Unjha Pharmacy Ltd., Unjha (North Gujarat)	..	..	..	..	Workmen	Six days	..	..	B. G. G., Part I-L, dated 14th February 1957, p. 794.

V

1	Vakil and Sons Ltd., Bombay	..	..	..	..	Workmen (inclusive of seven days C. L.).	Fifteen days	..	..	B. G. G., Part I-L, dated 19th June 1952, p. 2335-36.
2	Vande Matram, Bombay	..	..	..	..	Workmen	Eleven days	..	..	B. G. G., Part I-L, dated 13th October 1949, p. 1452.
3	Varuna Shipbuilders Ltd., Bombay	..	..	..	..	Workmen	Three days	..	..	B. G. G., Part I-L, dated 17th September 1953, p. 2076.
4	Vasant Engineering Ltd., Baroda	..	..	..	..	Workmen	Four days	..	..	B. G. G., Part I-L, dated 27th January 1955, p. 279-80.
5	Vasant Industrial Engineering Works, Bombay	..	..	..	..	Workmen (Daily rated).	Four days	..	..	B. G. G., Part I-L, dated 17th November 1955, p. 3428-29.
6	Vazir Glass Works, Bombay	..	..	..	..	Workmen	Five days	..	..	Settlement, dated 25th August 1956.
7	Vegetable Vitamin Food Co. Ltd., Bombay	..	..	..	..	Workmen (excluding clerical staff)	Three days	..	..	B. G. G., Part I-L, dated 20th September 1956, p. 3399.
8	Vegetable Vitamin Food Co. Ltd., Bombay	..	..	..	..	Workmen (excluding clerical staff).	Three days	..	..	B. G. G., Part I-L, dated 31st January 1957, p. 571-72.
9	Vijapur Municipality, Vijapur	..	..	..	..	Safai Kamdar.	Half holidays on public holidays observed by the municipality.	..	..	Settlement, dated 23rd December 1954.
10	Vishwamitra, Bombay	..	..	..	..	Workmen	Eleven day	..	..	B. G. G., Part I-L, dated 13th October 1949, p. 1452.

W

1	Wadibunder Cotton Press Co., Bombay	..	..	..	..	Workmen (Time rated).	All public holidays, as at present.	Settlement, dated 30th October 1956.		
2	Wankar Municipality, Wankar	..	..	..	..	Naka-Karkuns	Twelve public holidays	..	..	B. G. G., Part I-L, dated 30th March 1958, p. 1383.
3	West End Hotel, Bombay	..	..	..	..	Workmen	Two days	..	..	B. G. G., Part I-L, dated 4th December 1958, p. 5942.

APPENDIX IX—*concd.*

Serial No.	Name of the concern.	Workmen covered.	No. of paid holidays.	Reference.
1	2	3	4	5
4	Western India Engineering Co., Bombay ..	.. Workmen ..	Three days ..	Settlement, dated 12th October 1955.
5	Western India Match Co. Ltd., Ambarnath ..	.. Males and Sweepers ..	Three or four days shall work for 3 hours in the morning on 7 to 8 festival holidays of the 11 granted to factory workers.	B. G. G., Part I-L, dated 15th January 1953, p. 127.
		Grain shop clerical staff and Mazdoors.	Seven days on the same condition as Males and Sweepers for remaining 4 days.	
6	Western India Tanneries Ltd., Bombay ..	.. Workmen ..	Eight days ..	B. G. G., Part I-L, dated 11th October 1951, p. 5263.
7	Western India Paper and Board Mills Ltd., Vikroli, Bombay ..	.. Workmen (excluding clerical staff) ..	Five days ..	B. G. G., Part I-L, dated 22nd July 1954, p. 1880.
8	Western India Paper and Board Mills Ltd., Bombay ..	.. Peons ..	All Bank holidays as granted to office staff.	Settlement, dated 4th October 1955.
9	Western India Paper and Board Mills Private Ltd., Bombay ..	.. (1) Workmen ..	Five days ..	Settlement, dated 10th April 1958.
		(2) Office staff ..	All Bank Holidays	
10	Western India Paper and Board Mills Private Ltd., Bombay ..	.. Clerical staff and Peons in the Head office ..	All Bank Holidays ..	Settlement, dated 6th December 1958.
11	Western Textile Engraving Works Private Ltd., Bombay ..	.. Workmen ..	Twelve days ..	Settlement, dated 13th April 1956.
12	Wire Nail Ltd., Bombay ..	.. Workmen (other than clerical staff) ..	Four days ..	B. G. G., Part I-L, dated 16th April 1953, p. 885.
	Y			
1	Y. M. C. A. (Colaba), Bombay ..	.. Workmen ..	Seven days ..	Settlement, dated 14th February 1956.
	Z			
1	Zandu Pharmaceutical Works Ltd., Bombay ..	.. Workmen (daily rated) ..	One day ..	B. G. G., Part I-L, dated 3rd January 1957, p. 27.

APPENDIX X.
Provident Fund.

Serial No.	Name of the concern.	Type of workmen covered.	Rate of contribution.	Reference.
1	2	3	4	5
A				
1	AFCO Private Ltd., Bombay	.. .. Workmen ..	.. 6 1/4 per cent. of basic wages ..	.. Settlement, dated 27th September 1956.
2	Ahmed Abdul Karim Bros. Ltd., Ambernath	.. .. Workmen ..	.. 1/12th of Salary ..	.. B. G. G., Part I-L, dated 21st June 1951, p. 2981.
3	Ahmedabad Manufacturing and Calico Printing Co. Ltd., Calico Chemical Division, Ahmedabad.	.. .. Workmen ..	.. 1 anna in a Rupee of basic wages and dearness allowance.	.. B. G. G., Part I-L, dated 24th January 1957, p. 480.
4	Ahoora Photo Engraving Co., Bombay	.. .. Workmen ..	.. 6 1/4 per cent. of basic salary or wages	.. B. G. G., Part I-L, dated 11th June 1953, p. 1297.
5	Alembic Chemical Works Co. Ltd., Baroda	.. .. Workmen (other clerks.)	.. Existing practice of 16 pies in a rupee of basic wages to continue.	.. B. G. G., Part I-L, dated 24th March 1955, p. 859.
6	Alembic Glass Industries Ltd., Baroda	.. .. Workmen (Other than clerks.)	.. Existing practice of 16 pies in a rupee of basic wages to continue.	.. B. G. G., Part I-L, dated 10th March 1955, p. 714.
7	Alexandra Cinema, Bombay	.. .. Workmen ..	.. 8 1/3 per cent. of basic salary ..	.. Settlement, dated 31st August 1956.
8	Alfred Talkies, Bombay	.. .. Workmen ..	.. 8 1/3 per cent. of basic salary ..	.. Settlement, dated 9th September 1957.
9	Alibhoy Sharafally & Co. Ltd., Bombay	.. .. Workmen (employed in Mohamadi Fine Arts Litho Works and Mohamadi Litho Press, Bombay.)	.. 8 1/3 per cent. or 16 pies in a Rupee ..	.. B. G. G., Part I-L, dated 6th April 1950, p. 1474.
10	Anruti Mills Ltd., Bombay	.. .. Workmen (Factory workmen other than Clerical Staff).	.. 6 1/4 per cent. ..	.. B. G. G., Part I-L, dated 27th September 1951, p. 4917.
11	Anil Starch Products Ltd., Ahmedabad	.. .. Workmen ..	.. 16 pies in a rupee of basic salary or wages ..	.. B. G. G., Part I-L, dated 5th August 1954, p. 2022.
12	Ankleshwar Municipality, Ankleshwar	.. .. Workmen (Safai Kamdars).	.. 6 1/4 per cent. of basic wages ..	.. B. G. G., Part I-L, dated 28th March 1957, p. 1730.
13	Army and Navy Stores Ltd., Bombay	.. .. Workmen (menials).	.. (Including 6 1/4 per cent. or 12 pies in a rupee of salary or wages	.. B. G. G., Part I-L, dated 5th October 1950, p. 4113.

APPENDIX X—contd.

Serial No.	Name of the concern.	Type of workmen covered.	Rate of contribution.	Reference.
14	Avery Company Ltd., Bombay	Workmen (other than clerical staff).	Existing practice of 6 1/4 per cent. or 12 pies in a rupee to continue.	B. G. G., Part I-L, dated 19th July 1951, p. 2534.
15	Asia Electrical India Private Ltd., Bombay	Workmen	6 1/4 per cent. of total pay including Dearness Allowance or 8 1/3 per cent. of basic pay, whichever is higher.	Settlement, dated 5th June 1958.
16	Associated Electrical Industries (India) Ltd., Bombay	Workmen	Existing practice of 10 per cent. of salary for clerical staff and 6 1/4 per cent. for subordinate staff to continue.	B. G. G., Part I-L, dated 25th January 1951, p. 393-94.
17	Athenaeum Press, Bombay	Workmen	Existing practice of 6 1/4 per cent. of salary or wages i.e. 12 pies in a rupee.	B. G. G., Part I-L, dated 12th January 1950, p. 192.
18	Aurora Cinema, Bombay	Workmen	8 1/3 per cent. of basic salary	Settlement, dated 16th March 1956.
19	Autocare Ltd., Bombay	Workmen (other than Clerical staff but including watchmen and Drivers).	8 1/3 per cent. of basic wages	B. G. G., Part I-L, dated 5th November 1956, p. 2560.
B				
1	Bandra Talkies, Bandra	Workmen	8 1/3 per cent. of basic salary	B. G. G., Part I-L, dated 13th May 1954, p. 1161.
2	Bandra Municipality, Bandra	Workmen in K. B. Bhabha and Sir Cawasji Jehangir Readymoney Dispensary.	Existing practice of 16 pies in a rupee to continue	B. G. G., Part I-L, dated 30th March 1950, p. 1380.
3	Bansiwala Mills Ltd., Bombay	Workmen	1 anna in a rupee of basic wage	B. G. G., Part I-L, dated 24th August 1950, p. 8798.
4	Baroda Borough Municipality, Baroda	Workmen (Bhangl Kamdars).	1/12th of basic salary	B. G. G., Part I-L, dated 16th February 1956, p. 516.
5	Baroda Borough Municipality, Baroda	Workmen	16 pies in a rupee	Settlement, dated 22nd May 1956.
6	Bel Air Sanatorium, Panchgani, District North Satara	Workmen	One anna in a rupee	Settlement, dated 5th June 1958.

7	Black Woods India Ltd., Bombay	..	..	Workmen ..	..	Existing practice of 10 percent. of wages in the case of persons other than subordinate staff and 6 1/4 per cent. in the case of subordinate staff to continue.	B. G. G., Part I-L, dated 17th August 1950, p. 3035.
8	Bombay Chronicle Co. Ltd., Bombay	..	..	Workmen ..	..	Existing practice of 16 pies in a rupee to continue	B. G. G., Part I-L, dated 13th October 1959, p. 1473.
9	Bombay Engineering and Metal Works Ltd., Bombay	..	..	Workmen ..	..	12 pies in a rupee	B. G. G., Part I-L, dated 25th August 1949, p. 1176.
10	Bombay Gas Co. Ltd., Bombay	..	..	Workmen (other than clerical staff).	..	Existing practice of 8 1/2 per cent. of basic wages to continue	B. G. G., Part I-L, dated 31st December 1953, p. 2884.
11	Bombay Metal and Alloys Manufacturing Co. Ltd., Bombay	..	..	Workmen ..	..	Existing practice of 8 per cent. of the basic salary for monthly rated staff and 12 pies in a rupee of basic wages for daily paid staff to continue.	B. G. G., Part I-L, dated 25th July 1949, p. 845.
12	Bombay Samachar Co. Ltd., Bombay	..	..	Workmen ..	..	Existing practice of 16 pies in a rupee to continue	B. G. G., Part I-L, dated 13th October 1949, p. 1473.
13	Bombay Talkies Ltd., Bombay	..	..	Workmen ..	..	One anna in a rupee of basic wages	B. G. G., Part I-L, dated 30th October 1952, p. 3443.
14	British India Press, Bombay	..	..	Workmen ..	..	16 pies in a rupee	B. G. G., Part I-L, dated 13th October 1949, p. 1522.
15	Brandon & Co. Ltd., Bombay	..	..	Employees (in washing department.)	..	12 pies (1 anna) in a rupee i.e. 6 1/2 per cent. of basic salary.	B. G. G., Part I-L, dated 7th July 1949, p. 566.
C							
1	Calender Manufacturing Company, Bombay	..	..	Workmen ..	..	Existing practice of 12 pies in a rupee of basic wages to continue.	Settlement, dated 25th October 1955.
2	Chitra Ghar, Bombay	..	..	Workmen ..	..	One anna in a rupee of basic wages	B. G. G., Part I-L, dated 30th October 1952, p. 3443.
3	Chitra Exhibitors (Chitra Cinema), Bombay	..	..	Workmen ..	..	8 1/2 per cent. of basic salary	Settlement, dated 9th February 1955.
4	Chowgule and Co. (Hind) Ltd., Bombay	..	..	Workmen ..	..	Existing practice of 8 1/2 per cent. of basic wages to continue.	Settlement, dated 28th August 1956.
5	Ciba Dyes Private Ltd., Bombay	..	..	Workmen ..	..	Existing practice of 8 1/2 per cent. of basic salary or 6 1/2 per cent. of basic salary and Dearness Allowance which ever is higher to continue.	Settlement, dated 30th August 1957.
6	Ciba Pharma Private Ltd., Bombay	..	..	Workmen ..	..	8 1/2 per cent. of consolidated wages	Settlement, dated 31st January 1958.
7	Continental Drug Company, Bombay	..	..	Workmen ..	..	One anna in a rupee of basic salary	B. G. G., Part I-L, dated 15th January 1953, p. 161.
8	Cooper Connell and Clifford Ltd., Bombay	..	..	Workmen ..	..	1 anna in a rupee of basic salary	B. G. G., Part I-L, dated 20th October 1949, p. 1573.

APPENDIX X—contd.

Serial No.	Name of the concern.	Type of workmen covered.	Rate of contribution.	Reference.
1		3	4	5
D				
1	D. Padamaji Paper Mills, Bombay	Workmen ..	.. 16 pies in a rupee	.. B.G.G., Part I-L, dated 1st June 1950, p. 2356.
2	Deccan Studios, Poona	Workmen ..	.. 1/16th of basic salary	.. B.G.G., Part I-L, dated 29th November 1951, p. 6129.
3	Deepak Talkies, Bombay	Workmen ..	.. 8½ per cent. of basic salary	.. Settlement, dated 4th December 1956.
4	Derby Talkies, Bombay	Workmen ..	.. Existing practice of 8½ per cent. of basic pay to continue.	.. Settlement, dated 14th July 1958.
5	Devidayal and Sons, Bombay	Workmen ..	.. 6½ per cent. of basic wages	.. B.G.G., Part I-L, dated 16th March 1950, p. 962.
6	Dharamsi Morarji Chemical Co. Ltd., Ambarnath	Workmen (other than Clerks).	.. One anna and 4 pies in a rupee of basic wages	.. B.G.G., Part I-L, dated 3rd March 1955, p. 860.
7	Dharamsi Morarji Chemical Co. Ltd., Bombay	Workmen in Godown at Bynulla.	.. One anna and 4 pies in a rupee of basic wages	.. B.G.G., Part I-L, dated 10th March 1955, p. 705.
8	Diana Talkies, Bombay	Workmen ..	.. Existing practice of 8½ per cent. of basic pay to continue.	.. Settlement, dated 14th July 1958.
9	Daulat Talkies, Bombay	Workmen ..	.. 8 per cent. of basic salary	.. Settlement, dated 4th September 1957.
E				
1	Eastern Chemical Company (India), Bombay	Workmen (other than clerical staff).	.. 6½ per cent. of basic salary and dearness allowance	.. B. G. G., Part I-L, dated 17th April 1952, p. 16.
2	Eastern Chemical Company (India), Bombay	Workmen (clerical staff and Peons).	.. 6½ per cent. of the earning	.. B. G. G., Part I-L, dated 23rd June 1955, p. 1832.
3	Eastern Scales (Private) Ltd., Bombay	Workmen ..	.. 6½ per cent. of basic salary and dearness allowance ..	.. Award in reference (IT) No. 158 of 1957, dated 5th April 1958, (Unreported).
4	Edisons Continental Laboratories Ltd., Bombay	Workmen ..	.. 1 anna in a rupee of basic salary	.. B. G. G., Part I-L, dated 15th January 1953, p. 161.
5	Electric Construction and Equipment Co. Ltd., Bombay	Workmen ..	.. Existing practice of 12 pies in a rupee to continue ..	.. B. G. G., Part I-L, dated 16th February 1951, p. 929.
6	Elephant Oil Mills Ltd., Bombay	Workmen in factory at Margaon.	.. Existing practice of 8½ per cent. i. e. 16 pies in a rupee to continue.	.. B. G. G., Part I-L, dated 5th May 1949, p. 93.
7	Elphinstone Spg. and Wvg. Co. Ltd. (leather cloth Division), Bombay.	Workmen (factory workmen only).	.. 1 anna in a rupee of basic wage	.. B. G. G., Part I-L, dated 12th July 1956, p. 2493.
8	Express Newspapers Ltd., Bombay	Workmen ..	.. Existing practice of 8 1/3 per cent. i. e. 16 pies in a rupee to continue.	.. B. G. G., Part I-L, dated 13th October 1949, p. 1488.

F

1	F. and C. Oeler (India) Ltd., Bombay ..	..	Workmen (daily rated).	One anna in a rupee of basic salary	..	..	B. G. G., Part I-L, dated 4th August 1949, p. 906.
2	Famous Cine Laboratories and Studios' Ltd., Bombay	..	Workmen ..	One anna in a rupee of basic wages	..	..	B. G. G., Part I-L, dated 30th October 1952, p. 3443.
3	Famous Cine Laboratory, Bombay ..	..	Workmen ..	Existing practice of 6½ per cent. of basic salary to continue.	..	..	B. G. G., Part I-L, dated 26th November 1953, p. 2662.
4	Famous Cine Laboratory, Bombay ..	..	Workmen ..	12 pies in a rupee 6½ per cent. of basic salary	..	..	B. G. G., Part I-L, dated 22nd December 1949, p. 2434.
5	Famous Cine Litho Works, Bombay ..	..	Workmen ..	8½ per cent. or 16 pies in a rupee of salary	..	..	B. G. G., Part I-L, dated 3rd August 1950, p. 3401.
6	Famous Pictures Ltd., Bombay ..	..	Workmen ..	One anna in a rupee of basic wages	..	..	B. G. G., Part I-L, dated 30th October 1952, p. 3443.
7	Fazalbhoy Nathoo and Co., Bombay ..	..	Workmen ..	One anna in a rupee of basic salary	..	..	B. G. G., Part I-L, dated 24th November 1949, p. 1955.
8	Filmistan Ltd., Bombay ..	..	Workmen ..	One anna in a rupee of basic wages	..	..	B. G. G., Part I-L, dated 30th October 1952, p. 3443.
9	Firestone Tyre and Rubber Co. of India Ltd., Bombay	..	Workmen ..	Existing practice of 8½ per cent. of basic pay and D. A. to continue.	..	..	B. G. G., Part I-L, dated 17th May 1951, p. 2436.

10	Firestone Tyre and Rubber Co. of India Ltd., Bombay	..	Workmen (office staff).	Existing practice of 8½ per cent. basic pay to continue.	..	..	B. G. G., Part I-L, dated 29th December 1949, p. 2479.
11	Franceo Indian Manufacturers Private Ltd., Bombay	..	Workmen ..	6½ per cent. of salary	..	..	Settlement, dated 15th May 1958.

12	French Motor Car Co. Ltd., Bombay	Workmen (other than clerks).	83 per cent. of basic wage	B. G. G., Part I-L, dated 12th January 1956, p. 117.
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G

1	G. Claridge & Co. Ltd., Bombay	Workmen ..	16 pies in a rupee	B. G. G., Part I-L, dated 13th October 1949, p. 1516.
2	S. T. Badamia and Sons, Bombay ..	..	Workmen (other than clerks) employed at Tardco factory.	6½ per cent. of basic wages or salary	..	..	B. G. G., Part I-L, dated 31st July 1958, p. 3766.
3	Gandevi Municipality, Gandevi ..	..	Workmen ..	15 pies in a rupee	..	..	Settlement, dated 24th December 1954.
4	Gannon Dunkerley and Co. Ltd., Bombay	..	Workmen ..	Existing practice of 8½ per cent. to continue	..	..	B. G. G., Part I-L, dated 8th February 1951, p. 666.
5	General Motors India Ltd., Bombay	..	Workmen ..	8½ per cent. of earnings excluding dearness allowance and other allowances.	..	..	B. G. G., Part I-L, dated 12th May 1949, p. 281.
6	General Radio and Appliances (Private) Ltd., Bombay	..	Workmen ..	8½ per cent.	..	..	Settlement, dated 26th September 1956.
7	Glaxo Laboratories (India) Ltd., Bombay	..	Workmen ..	7½ per cent. for first 10 years and 10 per cent. there after.	..	..	B. G. G., Part I-L, dated 28th August 1952, p. 2881.
8	Globe Theatres (Private) Ltd., Bombay	..	Workmen (including clerical staff in Regal and Capital Cinemas).	8½ per cent. of basic salary	..	..	Award in Reference (IT) No. 28 of 1957, dated 11th November 1957 (Unreported).

APPENDIX X—contd.

Serial No.	Name of the Concern.	Type of workmen covered.	Rate of contribution.	Reference.
1	2	3	4	5
9	Golden Chemicals Ltd., Bombay	.. Workmen	.. 6½ per cent. of basic wages and dearness allowance	.. Settlement, dated 29th February 1956.
10	Goodlass Wall Ltd., Bombay	.. Workmen (including clerical and other staff at its factory at Lower Pare)	.. Existing practice of 8½ per cent. i.e. 16 pies in a rupee to continue.	.. B.G.G., Part I-L, dated 5th May 1949, p. 64.
H				
1	H. I. Dixon and Co. Ltd., Bombay	.. Workmen (monthly rated).	.. Existing practice of 8½ per cent. of basic wage to continue.	.. B.G.G., Part I-L, dated 16th August 1956, p. 2948.
2	Hindmata Cinema, Bombay	.. Workmen	.. 8½ per cent. of basic salary	.. Settlement, dated 9th January 1959.
I				
1	Ichalkaranji Borough Municipality, Ichalkaranji	.. Workmen (excluding clerical staff).	.. 1 anna in a rupee of basic wages	.. B.G.G., Part I-L, dated 15th October 1953, p. 2229.
2	Imperial Cinema, Bombay	.. Workmen	.. Existing practice of 8½ per cent. of basic salary to continue.	.. Settlement, dated 22nd February 1956.
3	Imperial Tobacco Company of India Ltd., Bombay	.. Workmen	.. Existing practice of 15 pies in a rupee to continue	.. B.G.G., Part I-L, dated 5th April 1951, p. 1480.
4	Indian Cable Company Ltd., Bombay	.. Workmen (including clerical staff).	.. Existing practice of 6½ per cent. of pay including dearness allowance to continue.	.. B.G.G., Part I-L, dated 3rd July 1958, p. 3306.
5	Indian Clay and Raw Products Supply Co. Ltd., Bombay	.. Workmen	.. 1 anna in a rupee	.. B.G.G., Part I-L, dated 1st July 1954, p. 1656.
6	Indian Hume Pipe Co. Ltd., Bombay	.. Workmen (daily rated) employed at factory at Wadala.	.. 1 anna in a rupee of basic salary	.. B.G.G., Part I-L, dated 13th September 1951, p. 4735.
7	Indian National Press (Bombay) Ltd., Bombay	.. Workmen	.. 16 pies in a rupee	.. B.G.G., Part I-L, dated 13th October 1949, p. 1526.
8	Indian Oxygen and Acetylene Co. Ltd., Bombay	.. Workmen (Office and Factory staff).	.. 8½ per cent. i.e. 16 pies in a rupee	.. B.G.G., Part I-L, dated 22nd December 1949, pages 2352 and 2369.
9	International Book House (Private) Ltd., Bombay	.. Workmen	.. 8½ per cent. of basic pay	.. Settlement, dated 14th May 1956.

1	J. Walter Thompson Co. (Eastern) Ltd., Bombay	..	Workmen	..	8½ per cent. of salary	..	..	..	B. G. G., Part I-L, dated 6th December 1951, p. 6250.
2	Jagjiwandas Narotandas Metal Factory, Bombay	..	Workmen	..	Existing practice of 12 pies in a rupee to continue	..	..	..	B. G. G., Part I-L, dated 28th July 1949, p. 856.
3	James Finlay and Company Ltd., Bombay	..	Workmen	..	8½ per cent. of salary	..	..	..	B. G. G., Part I-L, dated 28th September 1950, p. 4389.
4	John Fleming and Company Ltd., Bombay	..	Workmen	..	Existing practice of 6½ per cent. to continue	..	..	..	Settlement, dated 2nd August 1956.
K									
1	Kamal Talkies, Bombay	..	..	..	8½ per cent. basic salary	..	..	..	Settlement, dated 11th February 1957.
2	Kandhar Limited, Bombay	..	..	..	(Excluding 12 pies in a rupee of basic wages clerical staff).	..	..	..	B. G. G., Part I-L, dated 9th August 1951, p. 4133.
3	Kandivali Municipality, Kandivali (District Thane)	..	..	..	Existing practice of 16 pies in a rupee to continue	..	..	..	Settlement, dated 27th August 1956.
4	Kardar Productions, Bombay	..	..	..	1 anna in a rupee of basic wages	..	..	..	B. G. G., Part I-L, dated 30th October 1952, p. 3443.
5	Kikabhai Harivallabhadass & Sons Type Foundry, Bombay	..	..	..	1 anna in a rupee of basic salary or wages	..	..	..	B. G. G., Part I-L, dated 2nd April 1953, p. 727.
6	Kismat Talkies, Bombay	..	..	..	8½ per cent. of basic salary	..	..	..	Settlement, dated 1st December 1956.
7	Kodak Ltd., Bombay	..	..	..	6½ per cent. of basic pay, D. A. and Over-time wages	..	..	..	Settlement, dated 17th April 1958.
8	Kohinoor Cinema, Bombay	..	..	..	8½ per cent. of basic salary	..	..	..	Settlement, dated 24th July 1956.
9	Kores (India) Ltd., Bombay	..	..	..	8½ per cent. of basic pay	..	..	..	Settlement, dated 31st March 1956.
10	Kum Kum Talkies, Bombay	..	..	..	(Daily rated) 8½ per cent. of basic salary	..	..	..	Settlement, dated 22nd September 1955.
L									
1	L. A. Stronach & Co., (India) Ltd., Bombay	..	..	..	Existing practice of 8½ per cent. to continue	..	..	..	Settlement, dated 16th April 1955.
2	Lamington Talkies, Bombay	..	..	..	8½ per cent. of basic salary	..	..	..	Settlement, dated 16th March 1956.
M									
1	Mahalaxmi Glass Works Ltd., Bombay	..	..	..	6½ per cent. of total wages	..	..	..	Settlement, dated 21st February 1956.
2	Majestic Cinema, Bombay	..	..	..	Existing practice of 8½ per cent. of basic pay to continue.	..	..	..	Settlement, dated 17th May 1958.
3	Malleable Iron and Steel Castings Co. Ltd., Bombay	..	..	..	1 anna in a rupee of basic salary	..	..	..	B. G. G., Part I-L, dated 25th May 1950, p. 2206.

APPENDIX X—contd.

Serial No.	Name of the Concern.	Type of workmen covered.	Rate of contribution.	Reference.
1	2	3	4	5
4	Maize Products Ltd., Kathwada, Ahmedabad	.. Workmen	.. 16 pies in a rupee of basic salary or wage	.. B. G. G., Part I-L, dated 16th June 1955, p. 1738.
5	Manik Studios, Poona	.. Workmen	.. 1/16th of basic salary	.. B. G. G., Part I-L, dated 28th February 1952, p. 902.
6	Mazgaon Dock Ltd., Bombay	.. Workmen	.. Existing practice of Company's contribution equivalent to 8½ per cent. of basic pay and workers' contribution equivalent to 6½ per cent. of basic pay and dearness allowance to continue.	B. G. G., Part I-L, dated 18th October 1956, p. 4019.
7	Mazgaon Tin Factory, Bombay	.. Workmen	.. 1 anna in a rupee of basic salary	.. B. G. G., Part I-L, dated 12th January 1950, p. 152.
8	McKenzie's Ltd., Bombay	.. Workmen	.. 12 pies in a rupee of basic salary	.. B. G. G., Part I-L, dated 29th March 1951, p. 1461.
9	Metal Rolling Works Ltd., Bombay	.. Workmen (both daily rated and monthly rated other than clerical staff).	.. 8½ per cent. of salary, wages or pay	.. B. G. G., Part I-L, dated 7th June 1951, p. 2786.
10	Mohan Pictures, Bombay	.. Workmen	.. One anna in a rupee of basic wages	.. B. G. G., Part I-L, dated 30th October 1952, p. 3443.
11	Mukund Iron and Steel Works Ltd., Bombay	.. Workmen	.. 1 anna in a rupee of basic salary	.. B. G. G., Part I-L, dated 5th January 1950, p. 22.
12	Muller and Phipps India Ltd., Bombay	.. Workmen	.. 8½ per cent. of basic pay	.. Settlement, dated 23rd August 1956.
N				
1	Norotamdas Bhan Jewellers, Bombay	.. Workmen employed in branch at Opera House.	.. 6½ per cent. of total salary or wages and D. A. but exclusive of bonus.	B. G. G., Part I-L, dated 3rd July 1952, p. 2371.
2	National Garage Ltd., Bombay	.. Workmen	.. 8½ per cent.	.. B. G. G., Part I-L, dated 16th February 1950, p. 532.
3	National Scales and Services Private Ltd., Bombay	.. Workmen	.. 8½ per cent. of salary	.. Settlement, dated 31st May 1956.
4	National Talkies, Bombay	.. Workmen	.. 8½ per cent. of basic salary	.. Settlement, dated 4th September 1957.
5	Navshakti Newspapers Ltd., Bombay	.. Workmen	.. 16 pies in a rupee	.. B. G. G., Part I-L, dated 15th December 1949, p. 2259.
6	New Era Printing Press, Bombay	.. Workmen	.. One anna in a rupee of basic wages	.. Award in Reference (IT) No. 36 of 1956, dated 30th September 1957 (Unreported).

7	New Jack Printing Works Ltd., Bombay	..	Workmen office clerk only).	16 pies in a rupee of basic wages	..	B. G. G., Part I-L, dated 3rd September 1953, p. 1937.
8	New piece goods Bazar Co. Ltd., Bombay	..	Workmen	6½ per cent. of basic salary	..	B. G. G., Part I-L, dated 14th June 1951, p. 2831.
9	New Roshan Talkies, Bombay	..	Workmen	8½ per cent. of basic salary	..	Settlement, dated 14th March 1955.
10	New Talkies, Bombay	..	Workmen	8½ Per cent. of basic salary	..	Settlement, dated 9th September 1957.
11	Nishat Talkies, Bombay	..	Workmen	8½ per cent. of basic salary	..	Settlement, dated 11th July 1956.
P						
1	Paise Fund Glass Works, Telegaon, Dabhade, District Poona	..	Workmen	Existing practice of ½ anna in a rupee to continue	..	Settlement, dated 12th October 1953.
2	Palace Talkies, Bombay	..	Workmen	8½ per cent. of basic salary	..	Settlement, dated 10th March 1956.
3	Pandharpur Municipality, Pandharpur	..	Workmen	Existing practice of 12 pies in a rupee to continue	..	B. G. G., Part I-L, dated 22nd May 1958, p. 2630.
4	Panchal Steel and Bakelite Industries Ltd., Bombay	..	Workmen (Other than clerical staff).	12 pies in a rupee of wages or salary	..	B. G. G., Part I-L, dated 11th October 1951, p. 5229.
5	Polson Ltd., Bombay	..	Workmen (in Coffee Factory Bombay.)	Existing practice of 16 pies in a rupee to continue	..	B. G. G., Part I-L, dated 27th April 1950, p. 1765.
6	Prabhat Film Company Ltd., Poona	..	Workmen	1/16th of basic salary	..	B. G. G., Part I-L, dated 29th November 1951, p. 6129.
7	Pransukhlal Mafatlal Hindu Swimming Bath and Boat Club Trust, Bombay.	..	Workmen	6½ of basic wages and D. A.	..	Settlement, dated 22nd August 1958.
8	Prantij Municipality, Prantij	..	Workmen (Safai Kam-gars).	12 pies in a rupee	..	B. G. G., Part I-L, dated 13th June 1950, p. 2344.
9	Premier Offset Works, Bombay	..	Workmen	Existing practice of 6½ per cent. of basic wages or salary to continue.	..	B. G. G., Part I-L, dated 28th December 1950, p. 6275.
10	Punjab Metal Works, Bombay	..	Workmen	6½ per cent. of basic wages	..	B. G. G., Part I-L, dated 16th March 1950, p. 962.
11	Pure Drinks Private Ltd., Bombay	..	Workmen	6½ per cent. of basic wages	..	Settlement, dated 19th September 1957.
R						
1	Radio Talkies, Bombay	..	Workmen	8½ per cent. of basic salary	..	Settlement, dated 27th August 1955.
2	Ravi Udaya Vijaya Photo Litho Offset Works, Ghatkopar, Bombay.	..	Workmen	16 pies in a rupee	..	B. G. G., Part I-L, dated 20th October 1949, p. 1620.
3	Remington Rand of India Ltd. (Bombay Branch), Bombay.	..	Workmen (including clerical staff).	Existing practice of 6½ per cent. of basic salary to continue.	..	B. G. G., Part I-L, dated 18th April 1957, p. 1902.

APPENDIX X—*Contd.*

Serial No.	Name of the Concern.	Type of workmen covered.	Rate of contribution.	Reference.
1	2	3	4	5
4	Rex Talkies, Bombay	.. Workmen	.. 8½ per cent. of basic salary	.. Settlement, dated 27th August 1955.
5	Rivoli Cinema, Bombay	.. Workmen	.. 8½ per cent. of basic salary	.. Settlement, dated 23rd December 1954.
6	Rishon Printing Works	.. Workmen	.. 1 anna in a rupee of basic salary or wages	.. B. G. G., Part I-L, dated 9th November 1950, p. 5542.
7	Roneo Ltd., Bombay	.. Workmen	.. 8½ per cent. in the case of clerical employees in the office section and employees in the Mechanic section and 6½ per cent. in the case of drivers coolies and peons.	.. B. G. G., Part I-L, dated 8th February 1951, p. 628.
8	Rubborex Industries Ltd., Bombay	.. Workmen	.. 12 pies in a rupee of basic salary	.. B. G. G., Part I-L, dated 12th January 1950, p. 237.
S				
1	Sanghi Motors (Bombay) Ltd., Bombay.	.. Workmen	.. 6½ per cent. of basic salary and dearness allowance	.. B. G. G., Part I-L, dated 16th May 1957, p. 2387.
2	Sanj Vartaman, Bombay	.. Workmen	.. 16 pies in a rupee	.. B. G. G., Part I-L, dated 13th October 1949, p. 1512.
3	Shalebhoy Tyebjee & Sons, Bombay	.. Workmen	.. 6½ per cent. of basic salary or wages	.. B. G. G., Part I-L, dated 1st March 1951, p. 1087.
4	Shree Talkies, Bombay	.. Workmen	.. 8½ per cent. of basic salary	.. Settlement, dated 11th September 1956.
5	Singer Sewing Machine Co., Bombay	.. Workmen	.. 8½ per cent. of basic salary	.. B. G. G., Part I-L, dated 23rd February 1950, p. 637.
6	Spencer and Co., Bombay	.. Workmen	.. 8½ per cent. of basic salary	.. Settlement, dated 6th December 1956.
7	States Peoples' Ltd. (Jammabhooni group of papers), Bombay.	.. Workmen	.. Existing practice of 12 per cent. or 24 pies in a rupee of basic salary to continue.	.. B. G. G., Part I-L, dated 13th October 1949, p. 1500.
8	Structural Engineering Works Ltd., Bombay	.. Workmen	.. 6½ per cent. of basic wages	.. B. G. G., Part I-L, dated 15th December 1949, p. 2267.
9	Super Power Batteries (India) Pvt. Ltd., Bombay	.. Workmen	.. 8½ per cent. of total earnings.	.. Settlement, 25th April 1957.
10	Super Talkies, Bombay	.. Workmen	.. 8½ per cent. of basic salary	.. Settlement, dated 27th August 1955.
11	Sandesh Ltd., Ahmedabad	.. Workmen	.. Existing practice of 16 pies in a rupee of basic wages to continue.	.. B. G. G., Part I-L, dated 24th May 1956, p. 1848.
T				
1	Taj Talkies, Bombay	.. Workmen	.. 8½ per cent. of basic salary.	.. Settlement, dated 12th October 1955.
2	Tata Oil Mills Co. Ltd., Bombay	.. Workmen (at its Head Office sales Dept. and Sewree Mill).	.. Existing practice of 8½ per cent. i. e. 16 pies in a rupee to continue.	.. B. G. G., Part I-L, dated 30th October 1952, p. 2133.

3	Techart Syndicate, Bombay	..	..	Workmen	..	1 anna in a rupee of basic wages	..	..	B. G. G., Part I-L, dated 30th October 1952, p. 3443.
4	Textile Engravers Ltd., Bombay	..	..	Workmen (both daily paid and monthly paid at its factory at Sion, Bombay).	..	1 anna in a rupee of basic wages	..	..	B. G. G., Part I-L, dated 18th January 1951, p. 292.
5	Thacker and Co. Ltd., Bombay	..	..	Workmen	..	1 anna in a rupee of basic salary	..	..	B. G. G., Part I-L, dated 1st June 1950, p. 2345.
6	Topiwala Metal Stamping Works, Bombay	..	..	Workmen	..	Existing practice of 1/12th of earnings to continue	..	..	B. G. G., Part I-L, dated 12th May 1949, p. 187.
7	True Point Products, Bombay.	..	..	Workmen	..	15 pies in a rupee of total salary	..	..	Settlement, dated 6th March 1956.
U									
1	United Engineering Corporation, Bombay	..	..	Workmen	..	6½ per cent. of basic wages	..	..	B. G. G., Part I-L, dated 3rd January 1952, p. 51.
V									
1	Vishwamitra, Bombay	..	..	Workmen	..	16 pies in a rupee	..	..	B. G. G., Part I-L, dated 13th October 1949, p. 1507.
2	Vanguard Engineering Works, Bombay	..	..	Workmen	..	1 anna in a Re. of total wages	..	..	Settlement, dated 24th April 1956.
3	Vasant Industrial & Engineering Works, Bombay	..	..	Workmen	..	12 pies in a rupee.	..	..	B. G. G., Part I-L, dated 19th October 1950, p. 5274.
4	Vegetable Vitamin Foods Co. Ltd., Bombay	..	..	Workmen	..	6½ per cent. of basic wages	..	..	B. G. G., Part I-L, dated 23rd March 1950, p. 1266.
5	Vande Mataram, Bombay	..	..	Workmen	..	16 pies in a rupee of basic salary	..	..	B. G. G., Part I-L, dated 13th January 1949, p. 1494.
6	Volkart Bros. Bombay	..	..	Workmen	..	8½ per cent. of basic salary	..	..	B. G. G., Part I-L, dated 14th June 1951, p. 2854.
Z									
1	Zenith Tin Works, Bombay	..	..	Workmen	..	6½ per cent. of basic wage	..	..	B. G. G., Part I-L, dated 2nd November 1950, p. 5391.
2	Zandu Pharmaceutical Works Ltd., Bombay	..	..	Workmen (Fy. workers)	..	Existing practice of 6½ per cent. of basic wage to continue.	..	..	B. G. G., Part I-L, dated 25th March 1954, p. 657.
3	Zandu Pharmaceutical Works Ltd., Bombay	..	..	Workmen (rated.)	..	Existing practice of 6½ per cent. of basic wage to continue.	..	..	B. G. G., Part I-L, dated 28th October 1954, p. 2925.

APPENDIX XI.

GRATUITY.

A. C. TALKIES, POONA

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal directed that the workmen should be paid gratuity as follows :—

- (a) No gratuity for service less than two completed years of service.
- (b) For service from two to eight years gratuity will be paid at the rate of half month's basic wages for each completed year of service.
- (c) For service from eight years and above— $\frac{3}{4}$ th month's basic wages for each completed year of service subject to a maximum of fifteen months' irrespective of the number of years of service.
- (d) When an employee dies or leaves or is made to leave the service of the Company or the Theatre he (his heirs or assignees in case of death) shall be entitled at the rate mentioned above.
- (e) Gratuity shall not be paid to or in respect of any employee who is dismissed for gross misconduct or theft or dishonesty in connection with Company's business or property.
- (f) Salary or wages for the purpose of calculating gratuity shall be average salary or wages during twelve months previous to death, disability, retirement, resignation or termination, as the case may be.

AHMEDABAD MFG. & CALICO PTG. CO. LTD., CALICO

CHEMICAL DIVISION, AHMEDABAD †

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal directed that the gratuity should be paid to workers concerned on the scale and subject to the conditions laid down below :—

- (1) On the death of an employee while in the service of the company or on his becoming physically or mentally incapacitated for further service—One month's basic wages for each completed year of service for the period before the coming into force of the Provident Fund and half a month's basic wages for each completed year of service thereafter subject to a maximum of 15 months' basic wages to be paid to him or his heirs or executors or nominees, as the case may be.
- (2) On voluntary retirement or resignation of an employee : After 15 years' continuous service in the company—On the same scale as in (1) above.
- (3) On termination of service by the Company :
 - (a) After 10 years' continuous service but less than 15 years' service in the company—three-fourths of a month's basic wages for each completed year of service before the coming into force of the Provident Fund and half a month's basic wages for each completed year of service thereafter.
 - (b) After 15 years' continuous service in the company—On the same scale as in (1) above.
- (4) Basic wages for the purposes of this Scheme shall be the average of the basic wage payable to a worker during the twelve months next preceding death, disability, retirement, resignation or termination of services.
- (5) Gratuity will not be payable to an employee who is dismissed for misconduct.

AHMEDABAD MUNICIPAL CORPORATION, AHMEDABAD ‡

versus

WORKMEN (CLERKS, PEONS AND TECHNICAL STAFF) EMPLOYED UNDER IT.

The Tribunal directed that Ahmedabad Municipal Corporation should pay gratuity to the employees now concerned on the following basis :—

- (1) On the death or physical or mental disability of an employee while in service of the Municipal Corporation—One month's salary for each completed year of service subject to a maximum of 15 months' salary to be paid to the employee or to his heirs, executors, assignees or nominees.

While computing the amount payable, the compassionate, gratuity, if any paid under Rule 298 of the Ahmedabad Municipal Code, Vol. I, Part I, 1948, may be taken into account.

- (2) On voluntary retirement or resignation of an employee after 15 years' continuous service—15 months' salary.
- (3) On termination of an employee's service by the Municipal Corporation—
 - (a) After completion of service of 5 years but less than 10 years— $\frac{1}{2}$ month's salary for each completed year of service.

* 1958 I.C.R. (Bom.), p. 1218.

† 1957 I.C.R. (Bom.), p. 844-845.

‡ 1953 I.C.R. (Bom.), p. 573.

APPENDIX XI—contd.

(b) After completion of service of 10 years but less than 15 years— $\frac{1}{3}$ th of a month's salary for each completed year of service.

(c) After completion of 15 years' continuous service—15 months' salary.

(4) No gratuity will be payable to an employee who is dismissed for any offence or for an act of dishonesty, or for causing loss to the Municipal property.

(5) Salary to be computed on the basis of 12 months' immediately preceding death, disability, retirement, resignation or termination, exclusive of dearness and other allowances.

ANIL STARCH PRODUCTS LTD., AHMEDABAD *

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal directed the company to pay gratuity to the workers on the following scale :—

(1) On the death of an employee while in the service of the company or on his physical or mental disability to continue further in service—Half a month's salary or wages for each completed year of service to be paid to the disabled employee or if he has died to his heirs or legal representatives or assigns.

(2) On voluntary retirement or resignation of an employee after 15 years' continuous service—Half a month's salary or wages for each completed year of service.

The following conditions shall govern the grant of gratuity :—

(a) Salary or wages for the purposes of gratuity shall be the basic salary or wages payable at the time of retirement, death or permanent disability.

(b) The Company shall be at liberty to grant gratuity in excess of the above in its discretion.

ARMY AND NAVY STORES LTD., BOMBAY †

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal directed that the company should pay gratuity to its workmen on the following basis :—

(1) On the death of an employee while in the service of the Company or on his physical or mental disability to continue further in service—One month's salary or wages for each year of continuous service, subject to a maximum of 15 months' salary or wages to be paid to his heirs or assigns or to the disabled employee, as the case may be.

(2) On voluntary retirement or resignation of an employee after 15 years' continuous service—15 months' salary or wages.

(3) On termination of service by the Company :

(a) On completion of ten years of continuous service and over—One month's salary or wages for each completed year of service but not more than 15 months' salary or wages.

(b) On completion of 9 years of continuous service—Seven months' salary or wages.

(c) On completion of 8 years of continuous service—Six months' salary or wages.

(d) On completion of 7 years of continuous service—Five months' salary or wages.

(e) On completion of 5 years but less than 7 years of continuous service—Four months' salary or wages.

The following conditions shall govern the grant of the gratuity :—

(1) Gratuity shall not be payable to any employee who is dismissed for gross misconduct.

(2) Salary or wages for the purpose of calculating gratuity shall be the average of last salary or wages exclusive of dearness and other allowances, drawn for the 12 months previous to death, disability, retirement or resignation or termination, as the case may be.

(3) The Company shall be at liberty to grant gratuity in excess of the above in its discretion.

ATHENEUM PRESS, BOMBAY ‡

versus

WORKMEN (OTHER THAN CLERICAL STAFF), EMPLOYED UNDER IT.

Parties arrived at an amicable settlement. The L.A.T. therefore decided that gratuity should be paid to the employees in terms of this settlement i.e., as under :—

(a) Half a month's basic wages or salary for each completed year of continuous service shall be paid to employees who are either disabled, or who are discharged, dismissed or whose services are terminated by the Employer, (except in case of dismissal on account of gross misconduct as mentioned in clause "C" below) or to his heirs or legal representatives or assigns in case of death of the employee.

* 1954 I.C.R. (Bom.), page 1015.

† 1951 I.C.R. (Bom.), pages 252-253.

‡ B. G. G., Part I-L, dated 14th February 1957, pages 775-76.

APPENDIX XI—contd.

(b) In case of voluntary retirement or resignation by an employee after fifteen years of continuous service, gratuity shall be paid at the rate of half a month's basic wages or salary for each completed year of continuous service.

(c) No gratuity shall be payable in case of an employee who is dismissed for gross misconduct.

(d) Gratuity shall be calculated on the basis of average substantive basic salary for the preceding twelve months, prior to retirement, resignation, disability, death or termination of services, as the case may be.

(e) There shall be no ceiling to the maximum of gratuity payable as above.

AUTOCARS LTD., BOMBAY *

versus

WORKMEN (OTHER THAN CLERICAL STAFF BUT INCLUDING PEONS,
WATCHMEN, AND DRIVERS) EMPLOYED UNDER IT.

The Tribunal directed that the company should continue the existing scheme of gratuity with modifications as under :—

(1) On the death of an employee while in service of the Company or on his physical or mental disability to continue further in service—1 month's salary for each completed year of service subject to a maximum of 15 months salary to be paid to him, his heirs, executors or nominees.

(2) On voluntary retirement or resignation of an employee after 15 years' continuous service in the Company—15 months' salary.

(3) On termination of the services of an employee by the Company—

(a) After completion of service of 5 years but less than 10 years— $\frac{1}{2}$ month's salary for every completed year of service.

(b) After 10 years' continuous service in the Company but less than 15 years— $\frac{3}{4}$ of 1 month's salary for each completed year of service.

(c) After 15 years' continuous service in the Company—15 months' salary.

The term "salary" shall mean the last salary drawn by the workmen at the time of death, disability, retirement, resignation or termination of the service, as the case may be.

Gratuity will not be paid to an employee who is dismissed for dishonesty or for gross misconduct involving financial loss to the Company.

AUTOMOTIVE MANUFACTURERS LTD., BOMBAY †

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal directed the company to pay gratuity to its workmen as follows :—

(1) On the death of an employee while in the service of the company or on his becoming permanently disabled from continuing further in service—One month's salary for each year of service subject to a maximum of 15 months salary to be paid to him or his heirs or executors or nominees.

(2) On voluntary retirement or resignation of an employee—

After 15 years' continuous service in the Company—15 months' salary.

(3) On termination of his service by the Company—

(a) After 10 years' continuous service but less than 15 years' service— $\frac{3}{4}$ th of one month's salary for each year of service.

(b) After 15 years' continuous service in the company—15 months' salary.

Gratuity will not be paid to any employee who is dismissed for dishonesty or misconduct.

Salary for the purpose of calculating gratuity shall mean the substantive salary (exclusive of allowances) of an employee on the date the employee ceases to be in the employment of the company.

The company at their discretion may grant gratuity in excess of the above.

B. BAMBOAT & CO. (PVT.) LTD., BOMBAY ‡

versus

WORKMEN (PLUMBERS, FITTERS, MASON AND MAZDOORS) EMPLOYED UNDER IT.

The Tribunal prescribed the following scheme of gratuity :—

(1) On the death or physical or mental disability of the worker incapacitating him from further service—Half month's wages for each completed year of service subject to a maximum of $7\frac{1}{2}$ months' wages to be paid to the worker, or, if he is dead, to his executors, assigns or legal representatives, as the case may be.

In order to abviate the likelihood of a fresh dispute demanding the expansion of the gratuity scheme the Tribunal recommended to the company that it may consider the feasibility of introducing the following conditions as well :—

(2) On voluntary retirement or resignation after 15 years' of service with the company— $7\frac{1}{2}$ months' wages.

* 1954 I.C.R. (Bom.), page 100.

† 1958 I.C.R. (Bom.), pages 339-340.

‡ B. G. G., Part I-L, dated 27th June 1957, pages 2818-19.

APPENDIX XI—*contra*

(3) On termination of service—

(a) After 5 years but before 10 years of service with the company— $\frac{1}{2}$ month's wages for each completed year of service.

(b) After 10 years— $\frac{1}{2}$ month's wages for each completed year of service subject to a maximum of $7\frac{1}{2}$ months' wages.

Gratuity shall not be paid to a workman who has been dismissed for dishonesty or misconduct.

BENNETT, COLEMAN AND COMPANY LTD., BOMBAY *

versus

WORKMEN EMPLOYED UNDER THEM.

The Tribunal directed that the existing provisions regarding gratuity should be replaced by the following :—

(1) In the event of death occurring within the first 25 years of service, half a month's pay for each completed year of service, and in case death occurs after 25 years of service, 15 months' pay for the first 25 years and half a month's pay for every subsequent completed year of service, provided that the total amount of gratuity shall in no case exceed $17\frac{1}{2}$ months' pay, to be paid to the employee's heirs, legal representatives or assigns.

(2) On an employee's becoming physically or mentally incapable of further service after five years' service—Half a month's basic pay for each year of continuous service.

(3) On voluntary retirement or resignation after 10 years' service—Half a month's basic salary or basic pay for each year of continuous service.

(4) On termination of an employee's service by the company—Half a month's basic pay for each year of continuous service.

The payment of gratuity shall be subject to the following conditions :—

(1) Gratuity shall not be payable to an employee who has been dismissed for misconduct.

(2) The basic pay for purposes of calculating gratuity shall be the basic pay (exclusive of dearness allowance and other allowances) to which the employee was entitled at the date of his death, retirement, resignation or termination of service, as the case may be.

BENNETT, COLEMAN AND COMPANY LTD BOMBAY †

versus

WORKMEN EMPLOYED UNDER IT.

The L. A. T. directed the company to continue the gratuity scheme awarded by the Adjudicator with some modifications therein as follows :—

(1) In the event of death occurring within the first 25 years of service, half a month's pay for each completed year of service, and in case death occurs after 25 years of service, 15 months' pay for the first 25 years and half a month's pay for every subsequent completed year of service, provided that the total amount of gratuity shall in no case exceed $17\frac{1}{2}$ months' pay to be paid to the employee's heirs, legal representatives or assigns.

(2) On an employee's becoming physically or mentally incapable of further service after five years' service—Half a month's basic pay for each year of continuous service.

(3) (a) On voluntary retirement or resignation after 10 years' service—Half a month's basic salary or basic pay for each year of continuous service

(b) Should service extend to 25 years or more, 15 months' pay for first 25 years and half a month's pay for every subsequent completed year of service provided that the total amount of gratuity shall in no case exceed $17\frac{1}{2}$ months' pay to be paid to the employee.

(4) On termination of an employee's service by the Company after 5 years of service—Half a month's basic salary or basic pay for each year of continuous service.

The payment of gratuity shall be subject to the following conditions :—

(1) Gratuity shall not be payable to an employee who has been dismissed for misconduct.

(2) The basic pay for purposes of calculating gratuity shall be the basic pay (exclusive of dearness allowance and other allowances) to which the employee was entitled at the date of his death, retirement, resignation or termination of service, as the case may be.

BHANUVILAS THEATRES, POONA ‡

versus

WORKMEN EMPLOYED UNDER THEM.

The Tribunal directed the company to pay to the workmen gratuity as follows :—

(1) On the death of an employee while in the service of the company or on his becoming physically or mentally incapable of further service—Half month's basic wages for each year of continuous service to be paid to the disabled employee or if he has died, to his heirs or legal representatives or assigns, subject to a maximum of $7\frac{1}{2}$ months' basic wages.

* 1953 I.C.R. (Bom.), pages 1044-45.

† 1953 I.C.R. (Bom.), pages 83-84.

‡ 1956 I.C.R. (Bom.), page 479.

APPENDIX XI—contd.

(2) On voluntary retirement or resignation after 15 years' continuous service—7½ months' basic wages.

The gratuity awarded above shall be subject to the following conditions :—

(a) Gratuity shall not be payable to those workers whose services have been terminated on account of misconduct.

(b) Wages or salary for the purpose of gratuity shall be the average of the basic pay and special allowance and officiating allowance payable during the 12 months' next preceding death, disability, retirement or resignation, as the case may be.

BHARAT TILES AND MARBLES LTD., BOMBAY *

versus

WORKMEN EMPLOYED UNDER IT IN ITS FACTORY AT URAN.

The Tribunal directed the company to pay gratuity to the employees covered by this reference on the following scale :—

(1) On the death of an employee while in the service of the company or on his physical or mental disability to continue further in service—Half month's basic salary or wages for each year of service subject to a maximum of 7½ months' salary or wages to be paid to his heirs or assigns or to the disabled employee, as the case may be.

(2) On voluntary retirement or resignation of an employee : After 15 years of continuous service—Gratuity at the same rate as above.

Salary for the purpose of calculating gratuity shall mean the substantive salary or wages (exclusive of allowances) of an employee on the date the employee ceases to be in the employment of the company.

The company may at their discretion grant gratuity in excess of the above.

BHARAT TIMBER INDUSTRIES, BOMBAY †

versus

WORKMEN (EXCLUDING CLERICAL BUT INCLUDING PEONS)
EMPLOYED UNDER IT.

The Tribunal directed that the Company should pay to the workmen gratuity as follows :—

(1) On the death of an employee while in the service of the concern or on his becoming physically or mentally incapable of further service—Half month's basic wages for each year of continuous service to be paid to the disabled employee or if he has died, to his heirs or legal representatives or assigns, subject to a maximum of 7½ months' wages.

(2) On voluntary retirement, or resignation after 15 years' continuous service—7½ months' wages.

The gratuity awarded above shall be subject to the following conditions :—

(a) Gratuity shall not be payable to those workers whose services have been terminated on account of misconduct.

(b) Wages or salary for the purpose of gratuity shall be 50 per cent. of the average consolidated pay and special allowance and officiating allowance payable during the 12 months next preceding death, disability, retirement or resignation, as the case may be.

BHARAT VANASPATI PRODUCTS LTD., PACHORA (E. K.) ‡

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal directed that the company should pay gratuity to both daily-rated and monthly-rated workmen on the following basis :—

(1) On the death of an employee while in the service of the Company or on his physical or mental disability to continue further in service—One month's salary or wages for each year of service subject to a maximum of 15 months' salary or wages to be paid to his heirs, executors or nominees, as the case may be.

(2) On voluntary retirement or resignation of an employee after 15 years' continuous service in the Company—15 months' salary or wages.

(3) On termination of his service by the Company—

(a) After 10 years' continuous service but less than 15 years' service—One month's salary or wages for each year of service.

(b) After 15 years' continuous service in the Company—15 months' salary or wages.

(4) Gratuity will not be paid to any employee who is dismissed for dishonesty or misconduct.

Salary, for the purpose of calculating gratuity shall be the substantive salary exclusive of dearness allowance of an employee on the date the employee ceases to be in the employment of the Company.

The company may in its discretion grant gratuity in excess of the above.

* 1954 I.C.R. (Bom.), page 701.

† 1953 I.C.R. (Bom.), page 645.

‡ 1951 I.C.R. (Bom.), page 124.

APPENDIX XI—contd.

BLACKWOODS INDIA LTD., BOMBAY *

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal directed that the company should pay gratuity on the following scales :—

- | | |
|---|--|
| (1) On the death of an employee while in the service of the Company or on his physical or mental disability to continue further in service. | One month's salary for each completed year of service subject to a maximum of 15 months' salary to be paid to him, his heirs, executors or nominees. |
| (2) On voluntary retirement or resignation of an employee after 15 years' continuous service in the Company. | One month's salary for each completed year of service subject to a maximum of 15 months' salary. |
| (3) On termination of the services of an employee by the Company :— | |
| (a) After completion of 5 years but less than 10 years. | Half a month's salary for every completed year of service. |
| (b) After 10 years' continuous service in the Company but less than 15 years. | 3/4th of one month's salary for each completed year of service. |
| (c) After 15 years' continuous service in the Company. | One month's salary for each completed year of service, subject to a maximum of 15 months' salary. |

Salary or wages for purposes of calculating gratuity shall be the average salary or wages exclusive of allowances, during the 12 months next previous to death, disability, retirement, resignation or termination, as the case may be.

The company will be at liberty to grant gratuity in excess of the above in its discretion.

BOMBAY CLOTH MARKET CO. LTD., BOMBAY †

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal directed that the Company should introduce the following scheme of gratuity for those workmen who were in the service of the company on 31st October 1956 :—

- (1) On the death of an employee while in the service of the company or on his becoming physically or mentally incapable of further service—Half month's salary or wages for each year of continuous service to be paid to the disabled employee or, if he has died, to his heirs or legal representatives or assigns.
- (2) On voluntary retirement or resignation of an employee after 15 years' continuous service—Half month's salary or wages for each year of continuous service.
- (3) On termination of service by the company—Half month's salary or wages for each year of continuous service. Gratuity shall not be payable to any employee who is dismissed for misconduct. Salary or wages for the purpose of calculating the gratuity shall be the salary or wages, exclusive of allowances, drawn by the employee on the date he ceases to be in the service of the company.

BOMBAY CYCLE AND MOTOR AGENCY LTD., BOMBAY ‡

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal directed that gratuity should be paid to all the employees covered by this reference on the scale given below :—

- (1) On the death of an employee while in service of the company or on his physical or mental disability to continue further in service—1 month's salary for each completed year of service subject to a maximum of 15 months' salary to be paid to him, his heirs, executors or nominees.
- (2) On voluntary retirement or resignation of an employee after 15 years' continuous service in the Company—15 months' salary.
- (3) On termination of the services of an employee by the Company—
 - (a) After completion of service of 5 years but less than 10 years— $\frac{1}{2}$ month's salary for every completed year of service.
 - (b) After 10 years' continuous service in the Company, but less than 15 years— $\frac{3}{4}$ of one month's salary for each completed year of service.
 - (c) After 15 years' continuous service in the Company—15 months' salary.
- (4) Gratuity will not be paid to an employee who is dismissed for dishonesty or misconduct.

* 1951 I.C.R. (Bom.), page 88.

† B. G. G., Part I-L, dated 14th February 1957, page 811.

‡ 1949 I.C.R. (Bom.), page 1148.

(G.C.P.) L-A R 1133—29a

APPENDIX XI—contd.

BOMBAY PRESIDENCY RADIO CLUB LTD., BOMBAY

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal directed that the club should pay to its workmen gratuity on the scale and subject to the conditions laid down below :—

(1) On the death of a workman while in the service of the Club or on his becoming physically or mentally incapacitated for further service—Half a month's basic wages for each completed year of service subject to a maximum of 15 months' basic wages to be paid to him or his heirs or executors or nominees, as the case may be.

(2) On voluntary retirement or resignation of a workman :

After 15 years' continuous service in the Club—On the same scale as in (1) above.

(3) On termination of service by the Club :

(a) After 5 years' continuous service but less than 15 years' service in the Club—Half a month's basic wages for each completed year of service.

(b) After 15 years' continuous service in the Club—On the same scale as in (1) above.

(4) Basic wages for the purposes of this scheme shall be the average of the basic wage payable to a workman during the twelve months next preceding death, disability, retirement, resignation or termination of service.

(5) Gratuity will not be payable to a workman dismissed for misconduct.

BOMBAY SURGICAL WORKS, BOMBAY ‡

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal directed that gratuity should be paid to all the workers on the following basis :—

(a) On death or disability or old age of the employee while in service of the concern—Half month's salary for each year of service subject to a maximum of 15 months' salary to be paid in case of death to his heirs or executors or a nominee.

(b) On voluntary retirement or resignation of an employee after 15 years of service in the concern—7½ months' salary.

(c) On termination of an employee's service by the concern for reasons personal to the concern :—

(i) After completion of continuous service in the concern for more than five years but less than ten years ¼ month's salary for every completed year of service.

(ii) After 10 years of continuous service but less than 15 years' service in the concern—3/8th of one month's salary for each year of service.

(iii) After 15 years' continuous service in the concern—7½ months' salary.

(d) Gratuity will not be paid to any employee who is dismissed for dishonesty or misconduct.

Salary for the purposes for calculating gratuity shall mean the substantive salary (exclusive of allowances) of an employee on the date the employee ceases to be in the employment of the concern. The concern may in its discretion grant gratuity in excess of the above scale.

BOOTS PURE DRUG COMPANY (INDIA) LTD., BOMBAY ‡

versus

WORKMEN (OTHER THAN CLERICAL STAFF) EMPLOYED UNDER IT IN ITS FACTORY AT SION AND THE SALES DEPOT AT BALLARD ESTATE.

The Tribunal directed that the company should pay gratuity to its employees according to the following scheme :—

(1) On the death of an employee while in the service of the company or on his becoming physically or mentally incapable of further service—Three-fourths month's salary or wages for each year of continuous service to be paid to the disabled employee or, if he has died, to his heirs or legal representatives or assigns.

(2) On voluntary retirement or resignation of an employee after 15 years' continuous service—Three-fourths month's salary or wages for each year of continuous service.

(3) On termination of an employee's service by the company—Three-fourths month's salary or wages for each year of completed service.

(4) No gratuity will be payable to an employee who is dismissed for misconduct.

(5) Salary or wages for the purpose of calculating the gratuity shall be the average salary or wages exclusive of allowances during the 12 months immediately preceding the death, disability, retirement, resignation or termination of service, as the case may be.

* 1957 I.C.R. (Bom.), pages 1335-36.

† 1951 I.C.R. (Bom.), page 630.

‡ 1953 I.C.R. (Bom.), pages 886-87.

APPENDIX XI—contd.

BRITISH INSTITUTE OF ENGINEERING TECHNOLOGY (INDIA) LTD., BOMBAY*

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal awarded the following scheme of gratuity :—

(1) On the death of an employee while in the service of the Institute or on his becoming physically or mentally incapable for further service—Half a month's salary or wages for each year of continuous service to be paid to the disabled employee or if he is dead, to his heirs or legal representatives or assigns, subject to a maximum of 15 months' salary or wages.

(2) On voluntary retirement or resignation of an employee after 15 years' continuous service—Half a month's salary or wages for each year of service subject to a maximum of 15 months' salary or wages.

(3) On termination of service by the Institute—Half a month's salary or wages for each year of continuous service.

Gratuity shall not be payable to an employee who is dismissed for misconduct.

Salary or wages for the purposes of calculating gratuity shall be the average salary or wages exclusive of allowances drawn during the 12 months immediately preceding death, disability, retirement, resignation or termination of service, as the case may be.

BRANDON & CO. LTD., BOMBAY †

versus

WORKMEN (IN DINING CARS) EMPLOYED UNDER IT.

The Tribunal prescribed the following scheme of gratuity :—

(1) On the death of an employee while in the service of the Company or his becoming physically or mentally incapable of further service— $\frac{1}{2}$ month's salary or wages for each year of continuous service, to be paid to the disabled employee, or if he has died, to his heirs or legal representatives or assigns.

(2) On voluntary retirement or resignation of an employee after 15 years of continuous service— $\frac{1}{2}$ month's salary or wages for each year of completed service.

(3) On termination of service by the Company— $\frac{1}{2}$ month's salary or wages for each year of completed service.

(4) Gratuity shall not be paid to any employee who is dismissed for dishonesty or misconduct.

(5) Salary for the purpose of calculating gratuity shall mean the substantive salary (exclusive of allowances) of an employee on the date the employee ceases to be in the employment of the company.

BURMAH-SHELL OIL STORAGE AND DISTRIBUTING COMPANY
OF INDIA LTD BOMBAY ‡

versus

EMPLOYEES IN THE COMPANY'S BRANCH AND GENERAL MANAGER'S OFFICES IN
BALLARD ESTATE AND THE CLERICAL AND SERVICE STAFF EMPLOYED IN
BOMBAY INSTALLATIONS.

The Tribunal directed that :—

I. The gratuity should be paid to the employees whom the pension scheme of the Company is applicable, according to the scale laid down below :—

(a) On death or disability or old age of the employee while in service of the Company—Half month's salary for each year of service subject to a maximum of 10 months' salary to be paid in case of death to his heirs or executors or a nominee.

(b) On voluntary retirement or resignation of an employee after 15 years of service in the Company— $7\frac{1}{2}$ months' salary.

(c) On termination of an employee's service by the Company for reasons personal to the Company :—

(i) After 10 years' continuous service but less than 15 years' service in the Company— $\frac{3}{8}$ th of one month's salary for each year of service.

(ii) After 15 years' continuous service in the Company—Half month's salary for each year of service subject to a maximum of 10 months' salary.

(d) Gratuity will not be paid to any employee who is dismissed for dishonesty or misconduct.

Salary for the purposes of calculating gratuity shall mean the substantive salary (exclusive of allowances) of an employee on the date the employee ceases to be in the employment of the Company.

The Company may in their discretion grant gratuity in excess of the above.

* 1952 I.C.R. (Bom.), pages 472-73.

† 1953 I.C.R. (Bom.), page 574.

‡ 1950 I.C.R. (Supplement 1949) (Bom.), pages 303-304.

APPENDIX XI—contd.

II. The gratuity should be paid on the following scale, to those employees whom the pension scheme of the Company is not applicable :—

(a) On death or disability or old age of the employee while in service of the Company—One month's salary for each year of service subject to a maximum of 15 months' salary to be paid in case of death to his heirs or executors or a nominee.

(b) On voluntary retirement or resignation of an employee after 15 years of service in the Company—15 months' salary.

(c) On termination of an employee's service by the Company for reasons personal to the Company :—

(i) After 10 years of continuous service but less than 15 years' service in the Company—three-fourth of one month's salary for each year of service.

(ii) After 15 years' continuous service in the Company—15 months' salary.

(d) Gratuity will not be paid to any employee who is dismissed for dishonesty or misconduct.

Salary for the purposes of calculating gratuity shall mean the substantive salary (exclusive of allowances) of an employee on the date the employee to be in the employment of the Company.

The Company may in their discretion grant gratuity in excess of the above.

BURMAH-SHELL OIL STORAGE & DISTRIBUTING CO. OF INDIA LTD., BOMBAY *

versus

WORKMEN OF ITS INSTALLATIONS AT SEWREE AND WADI BUNDER AND SANTACRUZ AND JUHU AVIATION SERVICE STATIONS INCLUDING WATCH AND WARD, DRIVERS AND CLEANERS, BUT EXCLUDING CLERKS AND SERVICE STAFF.

The Tribunal awarded the following scheme of gratuity in respect of the workmen mentioned above.

On termination of an employee's services by the Company for reasons personal to the Company :—

(1) After 5 years of continuous service but less than ten years' service in the Company—One half of one month's salary for each year of service.

(2) After ten years of continuous service but less than 15 years of service in the Company—three-fourth of one month's salary for each year of service.

(3) After 15 years' continuous service in the Company—15 months' salary.

Gratuity shall not be paid to any employee who is dismissed for dishonesty or misconduct.

Salary for the purpose of calculating gratuity shall mean the substantive salary (exclusive of allowances) of an employee on the date the employee ceases to be in the employment of the Company. The Company may in their discretion grant gratuity in excess of the above.

The Tribunal further recommended that in the event of death or disability of an employee while in the service of the company, one month's salary for each year of service, subject to a maximum of fifteen months' salary should be paid.

BURMAH-SHELL OIL STORAGE & DISTRIBUTING CO. OF INDIA LIMITED, BOMBAY †

versus

WORKMEN (OTHER THAN CLERICAL STAFF) EMPLOYED UNDER IT AT ITS DEPOTS AT POONA, AHMEDABAD, MANMAD, SHOLAPUR AND SATARA ROAD.

The Tribunal awarded gratuity to the workers at the five centres on the following scale :—

(1) On voluntary resignation or retirement after 15 years' service—15 months' salary or wages.

(2) On termination of an employee's services by the Company for reasons not personal to the worker—

(a) After 5 years of continuous service but less than 10 years' service in the Company—One-half of one month's salary or wages for each year of service.

(b) After ten years of continuous service but less than 15 years of service in the Company—three-fourths of one month's salary or wages for each year of service.

(c) After 15 years' continuous service in the Company—15 months' salary or wages.

The Tribunal further recommended that on the death or permanent disability of a worker while in service, one month's salary or wages for each year of service subject to a maximum of 15 months' salary or wages, should be paid to him or to his heirs, as the case may be.

Gratuity shall not be paid to any employee who is dismissed for dishonesty or misconduct.

Salary for the purpose of calculating gratuity shall mean the substantive salary (exclusive of allowances) of an employee on the date the employee ceases to be in the employment of the Company. In the case of daily rated employees their monthly salary shall be arrived at by multiplying their daily rate by 26.

The Company may in their discretion grant gratuity in excess of the above.

* 1950 I.C.R. (Supplement 1949) (Bom.), pages 349-350.

† 1952 I.C.R. (Bom.), pages 296-97.

APPENDIX XI—contd.

**BURMAH-SHELL OIL STORAGES AND DISTRIBUTING COMPANY OF INDIA LTD.,
BOMBAY***versus***WORKMEN (OPERATIVES) EMPLOYED UNDER IT AT PORT OKHA.**

The Tribunal directed the company to pay gratuity to the workmen on the following scale :-

(1) On the death or permanent disability of a worker while in the service of the Company—One month's salary or wages for each year of service subject to a maximum of 15 months' salary or wages, to be paid to him or his heirs or assigns, as the case may be.

(2) On voluntary resignation or retirement after 15 years' service—15 months' salary or wages.

(3) On termination of an employee's service by the Company for reasons not personal to the worker—

(a) After 5 years of continuous service but less than 10 years' service in the Company—One half of one month's salary or wages for each year of service.

(b) After 10 years of continuous service but less than 15 years of service in the Company—three-fourth of one month's salary or wages for each year of service.

(c) After 15 years' continuous service in the Company—15 months' salary or wages.

Gratuity shall not be paid to any employee who is dismissed for dishonesty or misconduct.

Salary for the purpose of calculating gratuity shall mean the substantive salary (exclusive of allowances) of an employee on the date the employee ceases to be in the employment of the Company. In the case of daily rated employees their monthly salary shall be arrived at by multiplying their daily rate by 26.

The Company may in their discretion grant gratuity in excess of the above.

CALTEX (INDIA) LTD., BOMBAY †

*versus***WORKMEN EMPLOYED UNDER IT.**

The Tribunal awarded the following scheme of gratuity for all the workers namely, clerical, as well as the labour and service staff :—

(i) On the death of an employee while in service—One month's salary or wages for each completed year of service subject to a maximum of 15 months' salary or wages to his heirs or executors or nominees.

(ii) On voluntary retirement or resignation of an employee after fifteen years' continuous service in the company—15 months' salary or wages.

(iii) On termination of service by the Company—

(a) After completion of 5 years' service but less than 10 years—half a month's salary or wages for every completed year of service.

(b) After 10 years' continuous service in the Company but less than 15 years—three-fourths of one month's salary or wages for each completed year of service.

(c) After fifteen years' continuous service in the Company—One month's salary or wages for each completed year of service subject to a maximum of 15 months' salary.

(iv) Salary or wages for the purpose of gratuity will be the last basic pay or basic wages drawn by the employee. In the case of daily rated workers one month's wages shall be treated as equivalent to 26 days' wages.

CHANDULAL MEHTA AND COMPANY LTD., BOMBAY ‡

*versus***WORKMEN EMPLOYED UNDER IT.**

The Tribunal directed the company to pay gratuity to the workmen concerned on the scale and subject to the conditions laid down below :—

(1) On the death of a workman while in service of the company or on his becoming physically or mentally incapacitated for further service—Half a month's consolidated wages or salary subject to a maximum of 10 months consolidated wages or salary to be paid to the workman or his heirs or executors or nominees, as the case may be.

(2) On voluntary retirement or resignation of a workman : After 15 years' continuous service in the company—On the same scale as in (1) above.

(3) On termination of service by the company after 10 years or more of completed service—Half a month's consolidated wages or salary for each completed year of service subject to a maximum of 10 months consolidated wages or salary.

(4) Wages or salary for the purpose of this scheme shall be the average of the consolidated wages or salary payable to a workman during the 12 months next preceding death, disability, retirement, resignation or termination of services.

(5) Gratuity will not be payable to a workman who is dismissed for misconduct.

(6) It shall be open to the company to grant gratuity in excess of the above.

* 1952 I.C.R. (Bom.), page 591.

† 1951 I.C.R. (Bom.), page 1588.

‡ 1958 I.C.R. (Bom.), page 287.

APPENDIX XI—contd.

CHEMICAL INDUSTRIAL & PHARMACEUTICAL LABORATORIES LTD., BOMBAY *

versus

WORKMEN (INCLUDING STAFF) EMPLOYED UNDER IT.

The Tribunal directed the company to pay to the workmen covered by this reference gratuity on the following scale :—

(1) On the death of an employee while in the service of the Company or on his physical or mental disability to continue further in service—1/3rd month's basic wages or salary for each completed year of service prior to the starting of the provident fund and 1/4th month's basic wages or salary for each completed year of service thereafter, to be paid to the disabled employee or if he has died, to his heirs or legal representatives or assigns.

(2) On voluntary retirement or resignation of an employee after 15 years' continuous service—1/3rd month's basic wages or salary for each completed year of service prior to the starting of the provident fund and 1/4th month's basic wages or salary for each completed year of service subsequent thereto.

(3) The following conditions shall govern the grant of gratuity :—

Salary or wages for the purposes of gratuity shall be the basic salary or wages payable to the workman prior to his death, disablement or retirement.

The company shall be at liberty to grant gratuity in excess of the above in its discretion.

COOPER CONNELL AND CLIFFORD LTD., BOMBAY †

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal directed the Company to pay gratuity on the following basis :—

(1) On the death of an employee while in the service of the company. Half a month's salary or wages for each year of service subject to a maximum of 18 months' salary or wages to be paid to his heirs or assigns.

(2) On his physical or mental disability to continue further in service. Half a month's salary or wages for each year of service subject to a maximum of 18 months' salary or wages to be paid to the disabled employee.

Salary or wages for the purpose of calculation shall be the basic salary or wages of an employee (exclusive of allowances) on the date when the employee ceases to be in the employment of the Company. The Company may in their discretion grant gratuity in excess of the above.

CROWN ALUMINIUM WORKS, BOMBAY ‡

versus

WORKMEN (OTHER THAN CLERICAL STAFF) EMPLOYED UNDER IT.

The Tribunal directed that the company should pay to its workers gratuity as follows :—

(i) On the death of an employee while in the service of the Company or on an employee becoming physically or mentally disabled to continue further in service—Half a month's wages for each year of service subject to a maximum of 10 months' wages to be paid to him or to his heirs, executors, assigns or nominees, as the case may be.

(ii) On the termination of his service by the Company after five years' continuous service—Gratuity at the same rate as above.

(iii) On voluntary retirement or resignation of an employee after 15 years' continuous service—Gratuity at the same rate as above.

Gratuity shall be calculated on the basic salary or wages last drawn by the employee. Where an employee's misconduct has resulted in loss or damage to the Company, the Company shall be entitled to forfeit wholly or in part the gratuity which would otherwise have become payable to him to the extent of such loss or damage. The Tribunal further directed that in cases where gratuity is intended to be forfeited wholly or partly on the ground that the employee's misconduct (which has led to his dismissal) has involved the company in loss or damage in the proceedings held leading to his dismissal, the charge shall specifically show (a) how such misconduct resulted in loss or damage to the company, (b) the extent of such loss or damage and (c) the action which is proposed to be taken or which may be taken in respect of any gratuity payable; provided that such a charge may also be made after the proceedings leading to his dismissal have terminated and that in such an event there shall be a separate charge in writing on the points mentioned above, which shall be investigated in the manner provided for cases leading to dismissal.

* 1955 I.C.R. (Bom.), page 935.

† 1950 I.C.R. (Supplement 1949) (Bom.), page 443

‡ 1951 I.C.R. (Bom.), page 1089.

APPENDIX XI—contd.

DEVIDAYAL AND SONS, BOMBAY AND ANOTHER *

versus

WORKMEN EMPLOYED UNDER THEM.

The Tribunal directed that gratuity should be paid to the workmen on the following basis : —

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| <p>On the death of an employee while in the service of the concern or on his physical or mental inability to continue further in service.</p> <p>On the voluntary retirement or resignation of an employee after 15 years of continuous service.</p> <p>On the termination of his service by the concern after 10 years' continuous service.</p> | <p>Half a month's wages for each continuous year of service subject to a maximum of 15 months' wages to be paid to his heirs or assigns or to the disabled employee, as the case may be.</p> <p>Half a month's wages for each year of service subject to a maximum of 15 months' wages.</p> |
|--|---|

Gratuity shall not be paid to any employee who is dismissed for dishonesty or misconduct.

Wages for the purpose of calculating gratuity shall mean substantive wages exclusive of dearness allowance and other allowances of an employee on the date the employee ceases to be in the employment of the concern.

The concern in its discretion may grant gratuity in excess of the above.

DUNLOP RUBBER CO. (INDIA) PRIVATE LTD., BOMBAY †

versus

WORKMEN (CLERICAL STAFF) EMPLOYED UNDER IT.

The Tribunal directed that the existing gratuity scheme for the employees concerned should be modified so as to give the following benefits to the workmen : —

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| <p>(1) On the death of an employee while in the service of the company or on his becoming physically or mentally incapable of further service.</p> <p>(2) On voluntary retirement or resignation after fifteen years' continuous service.</p> <p>(3) On termination of service by the Company.</p> <p>(a) After five years' but less than ten years' continuous service.</p> <p>(b) After ten years' but less than fifteen years' continuous service.</p> <p>(c) After fifteen years' continuous service or more.</p> | <p>One month's basic salary for each year of continuous service to be paid to the disabled employee or if he has died, to his heirs or legal representatives or assigns subject to a maximum of fifteen months' basic salary or Rs. 7,500, whichever is less.</p> <p>One month's basic salary for each year of continuous service subject to a maximum of fifteen months' basic salary or Rs. 7,500, whichever is less.</p> <p>Half a month's basic salary for each year of completed service.</p> <p>Three-fourth of a month's basic salary for each year of completed service</p> <p>Fifteen months' basic salary.</p> |
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The company may in its discretion pay gratuity in excess of the above.

EASTERN CHEMICAL COMPANY (INDIA), BOMBAY ‡

versus

WORKMEN (INCLUDING CLERICAL STAFF, PEONS, AND WATCHMEN), EMPLOYED UNDER IT.

The Tribunal directed that the company should pay gratuity as follows : —

- (1) On the death of an employee while in service of the Company or on his physical or mental disability to continue further in the service of the Company—One month's salary for each completed year of service prior to the introduction of the provident fund scheme subject to a maximum of 15 months' salary to be paid to his heirs or executors or nominees or to the disabled employee.
- (2) On voluntary retirement or resignation of an employee after 15 years' continuous service in the Company—One month's salary or wages for each completed year of service prior to the introduction of the provident fund scheme subject to a maximum of 15 months' salary.

* 1950 I.C.R. (Bom.), page 695.

† 1958 I.C.R. (Bom.), pages 1328-29.

‡ 1956 I.C.R. (Bom.), pages 1001-1002.

APPENDIX XI—contd.

(3) On termination of his service by the Company—

(a) After completion of service of five years but less than 10 years—Half month's salary for every completed year of service prior to the introduction of the provident fund scheme.

(b) After 10 years' continuous service in the Company but less than 15 years' service— $\frac{1}{4}$ th of one month's salary for each completed year of service prior to the introduction of the provident fund scheme.

(c) After 15 years' continuous service in the Company—One month's salary or wages for each completed year of service prior to the introduction of the provident fund scheme subject to a maximum of 15 months.

(4) The following conditions shall govern the grant of gratuity :—

(a) salary or wages for the purpose of gratuity shall be the basic salary or wages payable to the workman immediately prior to the introduction of the provident fund scheme.

(b) Gratuity shall not be paid to a worker dismissed for misconduct.

(c) The Company shall be at liberty to grant gratuity in excess of the above in its discretion.

ELEPHANT OIL MILLS LTD., BOMBAY*

versus

WORKMEN EMPLOYED UNDER IT IN ITS FACTORY AT MAZGAON.

The Tribunal awarded the following scheme of gratuity :—

(1) On the death of an employee while in the service of the Company or on his physical or mental disability to continue further in service—One month's salary for each year of service subject to a maximum of 15 months' salary to be paid to his heirs, executors or nominees.

(2) On voluntary retirement or resignation of an employee—

After 15 years continuous service in the Company—15 months' salary.

(3) On termination of service by the Company—

(a) After 10 years' continuous service but less than 15 years' service in the Company— $\frac{1}{4}$ th of one month's salary for each year of service.

(b) After 15 years' continuous service in the Company—15 months' salary.

(4) Gratuity will not be paid to any employee who is dismissed for dishonesty or misconduct.

(5) Salary for the purpose of calculating gratuity shall mean the substantive salary (exclusive of dearness allowance) of an employee on the date the employee ceases to be in the employment of the Company.

The Company may at its discretion grant gratuity in excess of the above.

EMPRESS TIN FACTORY, BOMBAY†

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal awarded a scheme of gratuity in terms of settlements reached between the parties as follows :—

(1) On death of the employee while in service of the Company—15 days' basic wages exclusive of Dearness Allowance for every year of service to be paid to his heirs.

(2) On voluntary retirement or resignation after 10 years of continuous service—15 days' basic wages exclusive of Dearness Allowance for every year of service subject to the maximum of 12½ months' wages.

(3) On the termination of service by the factory on completion of one year's service or over—15 days' basic wages exclusive of Dearness Allowance for each completed year of service but not more than 12½ months' total salary or wages.

Gratuity will not be payable to any employee who is dismissed for gross misconduct.

Wages for the purposes of calculating gratuity shall be on the basis of the last salary drawn exclusive of Dearness Allowance at the time of death, retrenchment or termination of service, as the case may be.

* B. G. G., Extra. Part I-L, dated 5th May 1949, page 82.

† B. G. G., Part I-L, dated 19th May 1949, page 301.

APPENDIX XI—contd.

ESTRELA BATTERIES LTD., BOMBAY*

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal directed that the payment of gratuity should be made on the following basis :—

- (1) On the death of an employee while in the service of the Company—

One month's salary for each year of service subject to a maximum of 15 months' salary to be paid to his heirs or executors or nominees.

- (2) On voluntary retirement or resignation of an employee—

After 15 years' continuous service in the Company—15 months' salary.

- (3) On termination of his service by the Company—

(a) After 10 years continuous service but less than 15 years' service in the Company— $\frac{3}{4}$ th of one month's salary for each year of service.

(b) After 15 years' continuous service in the Company—15 months' salary.

(4) Gratuity will not be paid to any employee who is dismissed for dishonesty or misconduct.

Wages for the purpose of calculating gratuity shall mean substantive wages (exclusive of dearness and other allowances) of an employee on the date the employee ceases to be in the employment of the Company.

The Company may at its discretion grant gratuity in excess of the above.

F. AND C. OSLER (INDIA) LTD., BOMBAY †

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal directed that gratuity should be paid on the scale laid down below :—

(a) On death or disability or old age of the employee while in service of the Company—One month's salary for each year of service subject to a maximum of 15 months' salary to be paid in case of death to his heirs or executors or a nominee.

(b) On voluntary retirement or resignation of an employee after 15 years of service in the Company—Fifteen months' salary.

(c) On termination of an employee's service by the Company for reasons personal to the Company—

(i) After 15 years' continuous service in the Company—Fifteen months' salary.

(ii) After 10 years of continuous service but less than 15 years' service in the Company—Three-fourth of one month's salary for each year of service.

(iii) After 5 years of continuous service but less than 10 years of service in the Company—Half of one month's salary for each year of service.

Gratuity will not be paid to any employee who is dismissed for dishonesty or misconduct.

Salary for the purposes of calculating gratuity shall mean the substantive salary of an employee (exclusive of allowances) on the date the employee ceases to be in the employment of the Company.

The Company may in their discretion grant gratuity in excess of the above.

FAMOUS CINE LITHO WORKS, BOMBAY ‡

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal directed the company to grant the following scheme of gratuity :—

(1) On the death of an employee while in the service of the Company or on his physical or mental disability to continue further in the service of the Company—Half a month's salary or wages for each year of continuous service, subject to a maximum of $7\frac{1}{2}$ months' salary or wages to be paid to his heirs or assigns or to the disabled employee, as the case may be.

(2) On retirement or resignation of an employee after 18 years of continuous service— $7\frac{1}{2}$ months' salary or wages.

(3) On termination of service by the Company—

(a) On completion of ten years of continuous service and over—Half a month's salary or wages for each completed year of service but not more than $7\frac{1}{2}$ months' salary or wages.

(b) On completion of 9 years of continuous service— $3\frac{1}{2}$ months' salary or wages.

(c) On completion of 8 years of continuous service—3 months' salary or wages.

(d) On completion of 7 years of continuous service— $2\frac{1}{2}$ months' salary or wages.

* 1950 I.C.R. (Bom.), page 212.

† 1949 I.C.R. (Bom.), pages 1241-42.

‡ 1950 I.C.R. (Bom.), page 1363.

(a.e.p.) L-A R 1133—30a

APPENDIX XI—contd.

(e) On completion of five years but less than seven years of continuous service— $\frac{1}{2}$ months' or wages.

Gratuity shall not be payable to any employee who is dismissed for gross misconduct.

Salary or wages for the purpose of calculating gratuity shall be the average salary or wages, exclusive of allowances, during the 12 months next previous to death, disability, retirement, resignation or termination as the case may be.

The Company will be at liberty to grant gratuity in excess of the above, in its discretion.

FIRESTONE TYRE & RUBBER CO. OF INDIA LTD., BOMBAY *

versus

WORKMEN (OFFICE STAFF) EMPLOYED UNDER IT.

The Tribunal directed the Company to grant gratuity on the following basis :—

(1) On the death of an employee while in service of the Company or on his physical or mental disability to continue further in service—One month's salary for each completed year of service subject to a maximum of 15 months' salary to be paid to him, his heirs, executors or nominees.

(2) On voluntary retirement or resignation of an employee after 15 years' continuous service in the Company—15 months' salary.

(3) On termination of the service of an employee by the Company—

(a) After completion of 5 years but less than 10 years— $\frac{1}{2}$ months' salary for every completed year of service.

(b) After 10 years' continuous service in the Company but less than 15 years—of one month's salary for each completed year of service.

(c) After 15 years' continuous service in the Company—15 months' salary.

(4) Gratuity shall not be payable to any employee who is dismissed for gross misconduct such as causing damage to the Company's properties or premises, theft, fraud or dishonesty in connection with the Company's business or property or inciting illegal strikes.

(5) Salary for the purpose of calculating gratuity shall be the average salary exclusive of allowances during the 12 months just previous to death, disability, retirement, resignation or termination, as the case may be.

FORBES FORBES CAMPBELL & COMPANY LTD., BOMBAY †

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal awarded the following scheme of gratuity :—

(1) On the death of an employee while in service of the company or on his becoming physically or mentally incapable of other service—One month's salary for each year of service, subject to a maximum of 15 months' salary, to be paid to the disabled employee or if he has died to his heirs or executors or nominees, as the case may be.

(2) On voluntary retirement or resignation of an employee—After 15 years' continuous service in the company—15 months' salary.

(3) On termination of his service by the company—

(a) On completion of 15 years' continuous service—One month's basic pay for each completed year of service.

(b) At the end of service for 9 years or more, but not amounting to 15 years' service— $\frac{1}{3}$ th of a month's basic wages for each completed year of service.

(c) On completion of 8 years' continuous service—5 months' basic wages.

(d) On completion of 7 years' continuous service—4 months' basic wages.

(e) On completion of 6 years' continuous service—3- $\frac{1}{3}$ th months' basic wages.

(f) On completion of 5 years' continuous service—3 $\frac{1}{2}$ months' basic wages.

Salary for the purpose of calculating gratuity shall be the basic pay exclusive of dearness allowance or any other allowance of an employee on the date the employee ceases to be in the employment of the Company.

FRENCH MOTOR CAR COMPANY LTD., BOMBAY ‡

versus

WORKMEN (OTHER THAN CLERKS) EMPLOYED UNDER IT.

The Tribunal directed that gratuity should be paid to the workers as follows :—

(1) On the death of an employee whilst in the service of the Company or his disability further to continue in service—One month's basic wage or salary for each year of service, subject to a maximum of fifteen month's wages or salary to be paid to the disabled workman or in the event of death to be paid to his heirs, executors or legal representatives.

* 1950 I.C.R. (Bom.), page 506.

† 1952 I.C.R. (Bom.), pages 1167-68.

‡ 1954 I.C.R. (Bom.), page 293.

APPENDIX XI—contd.

(2) On voluntary retirement or resignation of a workman after fifteen years' continuous service—fifteen months' basic wages or salary.

(3) On termination of service by the Company—

(a) After five years' continuous service in the Company but less than ten years' service— $\frac{1}{2}$ month's wage/salary for each year of service.

(b) After ten years' continuous service in the Company but less than fifteen years' service— $\frac{3}{4}$ th of month's wage/salary for each year of service.

(c) After fifteen years' continuous service in the Company—Fifteen months' wage/salary.

Gratuity will not be paid to any employee who is dismissed for misconduct involving financial loss to the Company.

Wages/salary for the purpose of calculating gratuity shall mean the substantive salary (exclusive of allowances) of an employee on the date the employee ceases to be in the employment of the Company.

The Company at their discretion may grant gratuity in excess of the above.

G. G. DANDEKAR MACHINE WORK LTD., BHIWANDI *

versus

WORKMEN (EXCLUDING CLERICAL & SUPERVISORY STAFF) EMPLOYED UNDER THEM.

The Tribunal prescribed the following scheme of gratuity :—

(1) On the death of a workman while in the service of the Company or on his becoming physically or mentally incapacitated for further service—Half a month's basic wages for each completed year of service subject to a maximum of 10 months' basic wages to be paid to him or his heirs or executors or nominees, as the case may be.

(2) On voluntary retirement or resignation of workmen after 15 years' continuous service in the company—Half a month's basic wages for each completed year of service subject to a maximum of 10 months' basic wages.

(3) On termination of service by the Company—Half a month's basic wages for each completed year of continuous service subject to a maximum of 10 months' basic wages.

GARLICK AND COMPANY, BOMBAY †

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal came to the conclusion that the scheme of gratuity as given below would be fair and reasonable and directed accordingly :—

(1) On the death or the physical or mental disability of an employee while in service of the Company—One month's salary for each completed year of service subject to a maximum of 15 months' salary payable to the employee or to his heirs, executors or nominees.

(2) On voluntary retirement or resignation of an employee after 15 years' continuous service—Fifteen months' salary.

(3) On termination of an employee's service by the Company—

(a) After completion of service of five years but less than ten years—Half month's salary for each completed year of service.

(b) After continuous service with the Company for ten years but less than fifteen years—Three-fourth of one month's salary for each completed year of service.

(c) After fifteen years' continuous service with the Company—Fifteen months' salary.

(4) Gratuity shall be calculated on the average salary or wages (exclusive of allowances) drawn by the employee during the twelve months next previous to death, disability, retirement, resignation or termination of service.

(5) Gratuity will not be paid to an employee who is dismissed for dishonesty or misconduct.

GENERAL MOTORS INDIA LTD., BOMBAY ‡

versus

WORKMEN (HOURLY PAID WORKMEN INCLUDING HOURLY PAID CLERICAL STAFF) EMPLOYED UNDER IT.

The Tribunal directed that gratuity should be paid to the workers on the same basis as awarded earlier by Shri Kamerkar in AJ-IT No. 8 of 1948 in respect of monthly-rated workmen of the company which are as follows :—

(1) On the death of an employee while in the service of the Company or on his physical or mental disability to continue further in service—One month's salary or wages for each year of continuous service subject to a maximum of fifteen months' salary or wages to be paid to his heirs or assigns or to the disabled employee, as the case may be.

* 1959 I.C.R. (Bom.) pages 52-53.

† 1950 I.C.R. (Bom.), page 1111.

‡ 1952 I.C.R. (Bom.), pages 893-95.

APPENDIX XI—contd.

(2) On voluntary retirement or resignation of an employee—After 15 years of continuous service—Fifteen months' salary or wages.

(3) On termination of service by the Company—

(a) On completion of 10 continuous years of service and over—One month's salary or wages for each year of service but not more than fifteen months' salary or wages.

(b) On completion of 8 continuous years, but less than 10 years' service—Nine months' salary or wages.

(c) On completion of 5 continuous years, but less than 8 years' service—Six months' salary or wages.

(d) On completion of 3 continuous years, but less than 5 years' service—Three months' salary or wages.

(e) On completion of 2 continuous years, but less than 3 years' service—Two months' salary or wages.

Gratuity shall not be payable to any employee who is dismissed for misconduct.

Salary or wages for the purpose of calculating gratuity shall be the average salary or wages, exclusive of allowances, during the twelve months next previous to death, disability, retirement, resignation or termination of service, as the case may be.

The Company, is, of course, at liberty to grant gratuity in excess of the scale prescribed above.

GLAXO LABORATORIES (INDIA) LTD., BOMBAY *

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal directed that gratuity should be paid to the workers on the following basis :—

(1) On the death of an employee while in the service of the company or on his becoming physically or mentally incapable of further service—One month's salary or wages for each year of continuous service, subject to a maximum of 15 months' to be paid to the disabled employee or if he has died to his heirs or legal representatives or assigns.

(2) On termination of service by the Company—One month's salary or wages for each year of completed service, subject to a maximum of 15 months'.

(3) On voluntary retirement or resignation of an employee after 15 years' continuous service—Fifteen months' salary or wages.

Gratuity shall not be payable to an employee who is dismissed for misconduct.

Salary or wages for the purposes of calculating gratuity shall be the average salary or wages, exclusive of allowances, during the 12 months immediately preceding the death, disability, retirement, resignation or termination of service, as the case may be.

The company will, of course, be at liberty to grant gratuity in excess of the above terms.

GLAXO LABORATORIES (INDIA) LTD., BOMBAY †

versus

Messrs. GLAXO LABORATORIES (INDIA) LTD., EMPLOYEES' UNION,
WORLI, BOMBAY, AND ALL OTHER WORKMEN EMPLOYED
UNDER IT AND NOT REPRESENTED BY THE RESPONDENT
UNION.

The L. A. Tribunal directed that clause 3 of the scheme of gratuity set out in paragraph 257 of the award should be substituted by the following clause :—

"On voluntary retirement or resignation of an employee, after 15 years' continuous service in the case of a male employee and 10 years' continuous service in the case of female employee—one month's salary or wages for each year of continuous service, subject to a maximum of 15 months."

GOODLASS WALL LTD., BOMBAY ‡

versus.

WORKMEN (INCLUDING CLERICAL AND OTHER STAFF) EMPLOYED UNDER
IT IN ITS FACTORY AT LOWER PAREL.

The Tribunal directed that the Company should pay gratuity on the following basis :—

(1) On the death of an employee while in the service of the Company or on his physical or mental disability to continue further in service—One month's salary for each year of service subject to a maximum of 15 months' salary to be paid to his heirs, executors or nominees.

(2) On voluntary retirement or resignation of an employee : After 15 years' continuous service in the Company—15 months' salary.

(3) On termination of his service by the Company—

(a) After 10 years' continuous service but less than 15 years' service in the Company— $\frac{2}{3}$ of one month's salary for each year of service.

(b) After 15 years' continuous service in the Company—15 months' salary.

* 1952 I.C.R. (Bom.), page 1594.

† 1955 I.C.R. (Bom.), page 734.

‡ B. G. G., Extra, Part I-L, dated 5th May 1949, pages 46-47.

APPENDIX XI—contd.

(4) Gratuity will not be paid to any employee who is dismissed for dishonesty or misconduct.

(5) Salary for the purpose of calculating gratuity shall mean the substantive salary (exclusive of dearness allowance) of an employee on the date the employee ceases to be in the employment of the Company.

The Company may at its discretion grant gratuity in excess of the above.

GREAVES COTTON & CO. LTD. BOMBAY *

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal directed that gratuity should be paid as follows :—

(1) On the death or permanent disability of an employee while in the service of the Company—One month's salary for each year of service subject to a maximum of fifteen months' salary to be paid to him or his heirs or executors or nominees, as the case may be.

(2) On voluntary retirement or resignation of an employee : After fifteen years' continuous service in the Company—fifteen months' salary.

(3) On termination of his service by the Company—

(a) After ten years' continuous service but less than fifteen years' service in the Company— $\frac{1}{6}$ th of one month's salary for each year of service.

(b) After fifteen years' continuous service in the Company—fifteen months' salary.

(4) A gratuity will not be paid to any employee who is dismissed for dishonesty or misconduct.

Salary for the purpose of calculating gratuity shall mean the substantive salary (exclusive of allowances) of an employee on the date the employee ceases to be in the employment of the Company.

The Company may at their discretion grant gratuity in excess of the above.

GUJARAT OIL MILLS & MFG. CO. LTD., AHMEDABAD †

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal awarded the following scheme of gratuity :—

(1) On the death of an employee while in the service of the company or on his physical or mental disability to continue further in service—Half a month's basic salary or wages for each year of continuous service to be paid to the disabled employee or to the heirs, administrators or legal representatives or assigns of the deceased employee.

(2) On retirement or resignation of an employee—After 15 years' continuous service—Half a month's basic salary or wages for each completed year of service.

(3) On termination of services by the company after completion of ten years of continuous service with the company—Half a month's basic salary or wages for each completed year of service but not exceeding 7 months' basic salary or wages.

(4) Gratuity shall not be payable to any employee who is dismissed for misconduct. Salary or wages for the purpose of calculating gratuity shall be the average salary or wages, exclusive of dearness allowance, during the 12 months next previous to the event entitling the workmen to payment of gratuity.

The company in its discretion will be at liberty to grant gratuity in excess of the above.

HERBERTSONS LIMITED, BOMBAY ‡

versus

WORKMEN (EXCLUDING SALESMEN) EMPLOYED UNDER IT.

The Tribunal directed the company to grant gratuity according to the following scheme :—

- | | |
|--|--|
| (1) On the death of an employee while in the service of the company, or on his becoming physically or mentally incapable of further service. | $\frac{1}{2}$ th of a month's basic wages or salary for each year of continuous service to be paid to the disabled employee or if he has died, to his heirs or legal representatives or assigns, subject to a maximum of 15 months' basic wages or salary. |
| (2) On voluntary retirement or resignation of an employee after ten years' continuous service. | $\frac{1}{2}$ th of a month's basic wages or salary for each year of completed service subject to a maximum of 15 months' basic wages or salary. |

* 1951 I.C.R. (Bom.), pages 209-210.

† 1957 I.C.R. (Bom.) pages 44-45.

‡ 1957 I.C.R. (Bom.), pages 816-817.

APPENDIX XI—contd.

- (3) On termination of service by the Company —After 5 years' continuous service. Three-fourths of a month's basic wages or salary for each year of completed service, subject to a maximum of 15 months' basic wages or salary.

Basic wages for the purpose in this scheme shall be the average of a basic wages payable to a worker during the twelve months next preceding death, disability, retirement, resignation or termination of service.

Gratuity will not be payable to an employee who is dismissed for misconduct.

HIND CYCLES LTD., WORLI, BOMBAY *

versus

WORKMEN (FACTORY WORKMEN) EMPLOYED UNDER IT.

The Tribunal directed that the gratuity scheme in existence in respect of the workmen concerned in this reference should be modified as follows :—

(1) On the death of an employee while in the service of the company or his becoming physically or mentally incapable of further service—One month's basic wages for each year of service, subject to a maximum of 15 months' wages to be paid to the workman, or in the event of his death to be paid to his heirs, executors or legal representatives.

(2) On voluntary retirement or resignation of a workman after 15 years' continuous service in the company—15 months' basic wages.

(3) On termination of service by the company—

(a) After 5 years' continuous service in the company—Half a month's basic wages for each year of service.

(b) After 10 years' continuous service in the Company—Three-fourths of a month's basic wages for each year of service.

(c) After 15 years' continuous service in the company—15 months' basic wages.

The Company may at its discretion grant gratuity in excess of the above.

Gratuity shall not be payable to an employee who is dismissed for misconduct.

Wages for the purposes of calculating gratuity shall be the average of the basic wages (exclusive of dearness and other allowances) drawn for the 12 months previous to death, retirement, resignation or termination, as the case may be.

HIND PRINTING WORKS, BOMBAY †

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal directed that the company should pay to the workmen gratuity as follows :—

(1) On the death of an employee while in the service of the company or on his becoming physically or mentally incapable of further service—Half month's basic wages for each year of continuous service to be paid to the disabled employee or if he has died, to his heirs or legal representatives or assigns, subject to a maximum of 7½ months' basic wages.

(2) On voluntary retirement or resignation after 15 years' continuous service—7½ months' basic wages :

The gratuity awarded above shall be subject to the following conditions—

(a) Gratuity shall not be payable to those workmen whose services have been terminated on account of misconduct.

(b) Wages or salary for the purpose of gratuity shall be the average of the basic pay and special allowance and officiating allowance payable during the 12 months' next preceding death, disability, retirement or resignation, as the case may be.

IMPERIAL CHEMICAL INDUSTRIES LTD., BOMBAY ‡

versus

WORKMEN EMPLOYED IN ITS OFFICES AT BOMBAY.

The Tribunal prescribed the following scheme of gratuity embodying the modification sought in Shri Divatia's award :—

- (1) On the death of an employee while in the service of the company : One month's salary for each year of service subject to a maximum of 15 months' salary to be paid to his heirs or executors or nominees.
- (2) On voluntary retirement or resignation after 15 years' continuous service. One month's basic wages for each year of continuous service subject to a maximum of 15 months' basic wages.

* 1954 I.C.R. (Bom.), page 1022.

† 1955 I.C.R. (Bom.), page 625.

‡ 1956 I.C.R. (Bom.), page 292.

APPENDIX XI—*contd.*

(3) On termination of service by the Company :

- | | |
|---|---|
| (a) After 5 years' but less than 10 years' continuous service. | Half a month's basic wages for each year of completed service. |
| (b) After 10 years' but less than 15 years' continuous service. | Three-fourth of a month's basic wages for each year of completed service. |
| (c) After 15 years' continuous service. | Gratuity equivalent to 15 months' basic wages. |

The Tribunal directed that other conditions prescribed by Shri Divatia in his award for gratuity should remain unaffected.

The following modification in the above scheme was also recommended by the Tribunal :

- | | |
|--|--|
| In the case of an employee becoming physically or mentally incapable of service. | One month's basic wages for each year of continuous service to be paid to the disabled employee or to his heirs, legal representatives or assigns, subject to a maximum of 15 months' basic wages. |
|--|--|

INDIA TYRE AND RUBBER COMPANY (INDIA) LTD., BOMBAY

versus

WORKMEN (INCLUDING CLERICAL AND SUBORDINATE STAFF) EMPLOYED UNDER IT.

The Tribunal directed that the existing gratuity scheme should be modified so as to give the following benefits to the workmen :—

- | | |
|---|---|
| (1) On the death of an employee while in the service of the company or on his becoming physically or mentally incapable of further service. | One month's basic salary for each year of continuous service to be paid to the disabled employee or if he has died, to his heirs or legal representatives or assigns, subject to a maximum of fifteen months' basic salary. |
| (2) On voluntary retirement or resignation after fifteen years' continuous service. | One month's basic salary for each year of continuous service subject to a maximum of fifteen months' basic salary. |
| (3) On termination of service by the Company— | |
| (a) After five years' but less than ten years' continuous service. | Half a month's basic salary for each year of completed service. |
| (b) After ten years' but less than fifteen years' continuous service. | Three-fourths of a month's basic salary for each year of completed service. |
| (c) After fifteen years' continuous service or more. | Fifteen months' basic salary. |

The company may in its discretion pay gratuity in excess of the above.

INDIA UNITED MILLS LTD., BOMBAY †

versus

WORKMEN (HEAD OFFICE STAFF) EMPLOYED UNDER IT.

The Tribunal awarded to the subordinate staff the same scheme of gratuity as is being paid to the clerical staff, which is as follows :—

(1) On the death of an employee while in the service of the Company (Mill)—One month's salary for each year of service subject to a maximum of 15 months' salary to be paid to his heirs or executors or nominees.

(2) On voluntary retirement or resignation of an employee after 15 years' continuous service in the Company—15 months' salary.

(3) On termination of his service by the Company—

(a) After 10 years' continuous service but less than 15 years' service in the Company—Three-fourths of one month's salary for each year of service.

(b) After 15 years' continuous service in the company—15 months' salary.

* 1957 I.C.R. (Bom.), pages 464-65.

† 1953 I.C.R. (Bom.), pages 462-65.

(G.C.P.) L-A R 1133—31

APPENDIX XI—contd.

INDIAN HUME PIPE COMPANY LTD., BOMBAY

versus

WORKMEN (MONTHLY RATED) EMPLOYED UNDER IT.

The Tribunal awarded gratuity on the following scale :—

(1) On the death of an employee while in the service of the Company or on his becoming physically or mentally incapable of further service— $\frac{1}{2}$ month's salary or wages for each year of continuous service, to be paid to the disabled employee or, if he has died, to his heirs or legal representatives or assigns.

(2) On voluntary retirement or resignation of an employee after 15 years' continuous service— $\frac{1}{2}$ month's salary or wages for each year of continuous service.

(3) On termination of service by the company— $\frac{1}{2}$ month's salary or wages for each year of completed service.

The following conditions shall govern the grant of the gratuity :—

(1) Gratuity shall not be payable to any employee who is dismissed for misconduct.

(2) Salary or wages for the purpose of calculating gratuity shall be the average of the salary or wages exclusive of dearness and other allowances, drawn for the 12 months previous to death, disability, retirement or resignation or termination, as the case may be.

(3) The Company shall be at liberty to grant gratuity in excess of the above in its discretion.

INDIAN HUME PIPE COMPANY LTD., BOMBAY

versus

WORKMEN (MONTHLY RATED INCLUDING CANTEEN BOYS) EMPLOYED UNDER IT.

The Tribunal directed that the employees concerned in this reference including Canteen boys should be paid gratuity on the scale prescribed in Shri Thakore's award in Ref. (IT) No. 82 of 1950. It should be paid to those employees whose services were terminated by the Company after termination of the said award by the employees.

The Tribunal further directed that the conditions laid down by Shri Thakore for the grant of gratuity in Ref. (IT) No. 82 of 1950 will, however, have to be modified in view of the recent decisions of the Labour Appellate Tribunal. The following conditions will therefore be substituted :

(1) Gratuity shall not be payable to any employee who is dismissed for misconduct.

(2) Salary or wages for the purpose of calculating gratuity shall be the total wages, exclusive of allowance, during the 12 months preceding death, disability, retirement, resignation or termination of service, as the case may be, divide by the number of days on which the workman concerned actually worked in the course of those 12 months and for which he received those earnings and the result multiplied by 26 for the purpose of ascertaining his monthly wage.

(3) the Company shall be at liberty to grant gratuity in excess of the above in its discretion.

INDIAN HUME PIPE COMPANY LTD., BOMBAY †

versus

WORKMEN (DAILY RATED) EMPLOYED UNDER IT, AT ITS FACTORY AT WADALA, BOMBAY.

The Tribunal directed that gratuity should be paid on the following scale :—

(1) On the death of an employee while in the service of the Company or on his becoming physically or mentally incapable of further service—Half month's salary or wages for each year of continuous service, to be paid to the disabled employee or, if he has died, to his heirs or legal representatives or assigns.

(2) On voluntary retirement or resignation of an employee after 15 years' continuous service—Half month's salary or wages for each year of continuous service.

(3) On termination of service by the Company—Half month's salary or wages for each year of completed service.

The following conditions shall govern the grant of the gratuity :—

(i) Gratuity shall not be payable to any employee who is dismissed for gross misconduct.

(ii) Salary or wages for the purpose of calculating gratuity shall be the average of the last salary or wages exclusive of dearness and other allowances, drawn for the 12 months previous to death, disability, retirement or resignation or termination, as the case may be.

(iii) The Company shall be at liberty to grant gratuity in excess of the above in its discretion.

* 1951 I.C.R. (Bom.), page 1772.

† 1955 I.C.R. (Bom.), page 1467.

‡ 1952 I.C.R. (Bom.), pages 81-82.

APPENDIX XI—contd.

INDIAN TOOL MANUFACTURERS LTD., BOMBAY

versus

WORKMEN (STAFF EMPLOYEES) EMPLOYED UNDER IT.

The Tribunal directed that the Company should pay to the staff gratuity as follows :—

(1) On the death of an employee while in the service of the Company or on his becoming physically or mentally incapable of further service—One month's basic wages for each year of continuous service to be paid to the disabled employee or if he has died, to his heirs or legal representatives or assigns, subject to a maximum of 15 months' basic wages.

(2) On voluntary retirement or resignation after 15 years' continuous service—One month's basic wages for each year of continuous service subject to a maximum of 15 months' basic wages.

(3) On termination of service by the company—(a) After 5 years but less than ten years' continuous service—Half a month's basic wages for each year of completed service.

(b) After ten years' but less than 15 years' continuous service—Three-fourth of a month's basic wages for each year of completed service.

(c) After 15 years' continuous service or more—Gratuity equivalent to 15 month's basic wages.

Gratuity shall not be payable to those operatives whose service were terminated on account of misconduct.

Wages or salary for the purpose of gratuity shall be the average of the basic pay and special allowance and officiating allowance payable during the 12 months next preceding death, disability, retirement, resignation or termination of service, as the case may be. It will be open to the company to grant gratuity in excess of the above.

JAGJIVANDAS NAROTAMDAS METAL FACTORY, BOMBAY †

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal directed that the Company should pay gratuity as follows :—

(1) In case of death or permanent disability while in the service of the Company—Half a month's salary or wages for each year of service, subject to a maximum of 7½ months' inclusive of Company's contribution to the provident fund to be paid to him or to his heirs or assigns, as the case may be.

(2) In case of retrenchment or resignation after 15 years' service—7½ months' wages or salary inclusive of the company's contribution to the provident fund.

Gratuity shall not be paid to any employee who is dismissed for dishonesty or misconduct.

Wages for the purpose of calculating gratuity shall be the substantive wages exclusive of dearness allowance and other allowances of any employee on the date the employee ceases to be in the employment of the Company.

JAMES FINLAY & CO. LTD., BOMBAY

versus

WORKMEN (SEPOYS AND HAMALS) EMPLOYED UNDER IT.

The Tribunal directed that the company should introduce the following scheme of gratuity :—

(1) On the death of an employee while in the service of the Company or on his physical or mental disability to continue further in service—One month's salary or wages for each year of continuous service subject to a maximum of 15 months' salary or wages to be paid to his heirs, executors or nominees or to the disabled employee, as the case may be.

(2) On voluntary retirement or resignation from service after 15 years of continuous service—15 months' salary or wages.

(3) On termination of service by the Company :

(a) after 10 years of continuous service—One month's salary or wages for every year of service, subject to a maximum of 15 months' salary or wages.

(b) After three years of continuous service but before completion of 10 years—Half the monthly salary or wages for every year of service.

Notes.—(1) In computing the period of service for gratuity, all continuous service prior to 1st January 1951 shall be taken into account.

(2) Gratuity shall not be payable to an employee dismissed for gross misconduct, such as wilful insubordination or disobedience, theft, fraud or dishonesty in connection with the Company's business or property, habitual breach of any standing order, taking part in or inciting illegal strikes or habitual neglect of work.

* 1958 I.C.R. (Bom.), pages 428-29.

† 1952 I.C.R. (Bom.), page 741.

‡ 1951 I.C.R. (Bom.) pages 132-33.

APPENDIX XI—contd.

(3) Salary or wages for the purpose of calculating gratuity shall be the average salary or wages, exclusive of allowances and overtime, during the twelve months next previous to death, disability, retirement, resignation or termination, as the case may be.

(4) The Company will be at liberty to grant gratuity in excess of the above in its discretion.

JOHN T. HARDAKAR (INDIA) LTD., BOMBAY *

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal directed the company to pay to the workmen including office clerks for their services with the company till 31st October 1952 gratuity on the following scale :—

(1) On the death of an employee while in the service of the Company or on his physical or mental disability to continue further in service—Half a month's salary or wages for each completed year of service prior to 1st November 1952 to be paid to the disabled employee or if he has died to his heirs or legal representatives or assigns.

(2) On voluntary retirement or resignation of an employee after 15 years continuous service—Half a month's salary or wages for each completed year of service prior to 1st November 1952.

(3) On termination of service by the Company—Half a month's salary or wages for each completed year of service prior to 1st November 1952.

(4) The following conditions shall govern the grant of gratuity—

(a) Gratuity shall not be payable to a workman dismissed for misconduct.

(b) Salary or wages for the purposes of gratuity shall be the basic salary or wages payable on 31st October 1952. In the case of daily rated workers their monthly salary shall be ascertained by multiplying their daily rate of wages by 26.

(c) The Company shall be at liberty to grant gratuity in excess of the above in its discretion.

N.B.—The Company has voluntarily taken upon itself burden of a Provident Fund Scheme for the benefit of its workers since 1st November 1952. Under the circumstances, the Tribunal did not think it advisable to burden the company with a further liability for gratuity.

KIRLOSKAR BROTHERS LTD., KIRLOSKARWADI †

versus

WORKMEN EMPLOYED UNDER THEM.

The Tribunal directed that the company should pay gratuity to its employees on the following basis :—

(1) On the death of an employee while in the service of the Company or on his becoming physically or mentally incapable of further service—Half a month's salary or wages for each year of continuous service to be paid to the disabled employee or, if he is dead, to his heirs or legal representatives or assigns, subject to a maximum of 15 months' salary or wages.

(2) On voluntary retirement or resignation of an employee after 15 years' continuous service—Half a month's salary or wages for each year of service subject to a maximum of 15 months' salary or wages.

(3) On termination of service by the Company—Half a month's salary or wages for each year of continuous service.

Gratuity shall not be payable to an employee who is dismissed for misconduct.

Salary or wages for the purpose of calculating gratuity shall be the average salary or wages exclusive of allowances drawn during the 12 months' immediately preceeding death, disability, retirement, resignation or termination of service, as the case may be.

LARSON & TOUBRO LTD., BOMBAY ‡

versus

WORKMEN EMPLOYED UNDER THEM.

The Tribunal directed that gratuity should be paid to the employees covered by this adjudication on the scale given below :—

(1) On the death of an employee while in the service of the company or on his physical or mental disability to continue further in service.	One month's salary or wages for each year of service subject to a maximum of 15 months' salary or wages to be paid to his heirs or assigns or to the disabled employee, as the case may be.
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* 1953 I.C.R. (Bom.), pages 506-507.

† 1951 I.C.R. (Bom.), page 1678.

‡ 1951 I.C.R. (Bom.), page 406.

APPENDIX XI—contd.

- (2) On voluntary retirement or resignation of an employee :—

After fifteen years of continuous service. Gratuity at the same rate as above.

- (3) On termination of his services by the Company :—

- | | |
|--|---|
| (a) On completion of ten years of continuous service and over. | One month's salary or wages for each completed year of service, but not more than 15 months' salary or wages. |
| (b) On completion of nine years of continuous service. | Seven months' salary or wages. |
| (c) On completion of eight years of continuous service. | Six months' salary or wages. |
| (d) On completion of seven years of continuous service. | Five months' salary or wages. |
| (e) On completion of six years of continuous service. | Four months' salary or wages. |
| (f) On completion of five years of continuous service. | Three months' salary or wages. |

Pay for purpose of calculating gratuity shall be the last pay drawn preceding death or disability, retirement, resignation or termination of service, as the case may be.

The Tribunal further directed that where an employee has been convicted of a criminal offence or where his misconduct has involved the Company in loss or damage, the Company would be entitled to forfeit at its discretion wholly or in part the claim which would otherwise have become payable to the employee concerned.

LARSEN & TOUBRO LTD., BOMBAY *

versus

WORKMEN EMPLOYED UNDER IT.

The L. A. Tribunal directed that the scheme of gratuity given by the learned Adjudicator should be substituted by a scheme as laid down below :—

- (1) On the death of an employee while in the service of the Company or on his becoming physically or mentally incapable of further service—Half month's salary or wages for each year of continuous service to be paid to the disabled employee, or, if he has died, to his heirs or legal representatives or assigns.
- (2) On voluntary retirement or resignation of an employee after 15 years' continuous service—Half month's salary or wages for each year of continuous service.
- (3) On termination of service by the Company—Half month's salary or wages for each year of completed service.

Gratuity shall not be payable to an employee who is dismissed for misconduct.

Salary or wages for the purpose of calculating gratuity shall be the average salary or wages, exclusive of allowances, during the 12 months immediately preceding the death, disability, retirement, resignation or termination of service, as the case may be.

The company will, of course, be at liberty to grant gratuity in excess of the above terms.

MAY AND BAKER LTD., BOMBAY †

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal directed that the gratuity scheme on the lines given below should be introduced by the Company :—

- (1) On the death of an employee while in Service of the Company or on his physical or mental disability to continue further in service—One month's salary for each completed year of service subject to a maximum of 15 months' salary to be paid to him, his heirs, executors or nominees.
- (2) On voluntary retirement or resignation of an employee after 15 years' continuous service in the Company—15 months' salary.
- (3) On termination of the services of an employee by the Company :—
 - (a) After completion of five years but less than 10 years— $\frac{1}{2}$ month's salary for every completed year of service.
 - (b) After 10 years' continuous service in the Company but less than 15 years— $\frac{2}{3}$ of 1 month's salary for each completed year of service.
 - (c) After 15 years' continuous service in the Company—15 months' salary.

* 1951 I.C.R. (Bom.), pages 1621-22.

† 1951 I.C.R. (Bom.), page 1238.

APPENDIX XI—contd.

(4) Gratuity shall not be payable to any employee who is dismissed for gross misconduct such as causing damage to the Company's properties or premises, theft, fraud or dishonesty in connection with the Company's business or property or inciting illegal strikes.

(5) Salary for the purpose of calculating gratuity shall be the average salary exclusive of allowances during the 12 months just previous to death, disability, retirement, resignation or termination, as the case may be.

METAL BOX COMPANY OF INDIA LTD., BOMBAY *

versus

WORKMEN (INCLUDING CLERICAL STAFF) EMPLOYED UNDER IT

The Tribunal directed that the gratuity should be paid to the employees at the following scale :—

- (1) On the death of an employee while in service or on his becoming physically or mentally unfit to continue further in service. One month's pay for each year of service, subject to a maximum of 15 months' to be paid to him or (in case of death) to his heirs, executors, assigns or nominees.
- (2) On termination of service by the Company—
 - (a) after service for 10 years or longer ... Gratuity at the same rate as above.
 - (b) after service for $7\frac{1}{2}$ years or longer but less than 10 years. Gratuity at $\frac{2}{3}$ th of the rate given in (1).
 - (c) after service for 5 years or longer but less than $7\frac{1}{2}$ years. Gratuity at $\frac{1}{2}$ the rate given in (1).
- (8) On voluntary retirement or resignation of an employee after 15 years' service. Gratuity at the same rate as in (1).

The pay for the purposes of calculating the gratuity shall be the average of the pay drawn during the 12 months next preceding death, disability, retirement, resignation or termination of service, as the case may be.

The Company will be at liberty to grant gratuity in excess of the scale set out above in its discretion.

The Tribunal further directed that where an employee has been guilty of misconduct leading to his dismissal the Company shall be entitled to forfeit, at its discretion, wholly or in part, the gratuity which would have otherwise been payable to him provided that before his dismissal proper proceedings in that behalf are held in which he is afforded a reasonable opportunity to show cause why he should not be dismissed and why the amount out of the gratuity otherwise payable which it is proposed to forfeit should not be forfeited.

MISTRY NAROTTAMDAS RAMDAS AND BROTHERS, BOMBAY †

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal directed the company to pay gratuity to its workers on the scale and subject to the following conditions :—

- (1) On death or becoming physically or mentally incapacitated while in service—Half a month's basic wage for each completed year of service subject to the maximum of 10 months' basic wages to be paid to him or his heirs, executors or nominees
- (2) On voluntary retirement or resignation after 15 years' continuous service—On the same scale as in (1) above.
- (3) On termination of service by the Company :—
 - (a) After 10 years but less than 15 years' service—One-third of a month's basic wages for each completed year of service subject to the maximum laid down in (1) above.
 - (b) After completion of 15 years of service—On the same scale as in (1) above.
- (4) Basic wages for the purposes of this scheme shall be the average of the last 12 months of his basic wages immediately preceding the event entitling him to gratuity.
- (5) An employee dismissed for misconduct will not be entitled to gratuity under this scheme.

* 1951 I.C.R. (Bom.), page 1258.

† B. G. G., Part I-L, dated 5th December 1957, pages 5531-32.

APPENDIX XI—contd.

MUKUND IRON AND STEEL WORKS LTD., BOMBAY

versus

WORKMEN (EXCLUDING CLERKS) EMPLOYED UNDER IT.

The Tribunal directed the Company to pay to its workmen gratuity on the scale and subject to the conditions laid down below :—

- (1) On the death of a workman while in the service of the company or on his becoming physically or mentally incapacitated for further service—Half a month's basic wages for each completed year of service subject to a maximum of 15 months' basic wages to be paid to him or his heirs or executors or nominees, as the case may be.
- (2) On voluntary retirement or resignation of a workman—After 15 years' continuous service in the company—On the same scale as in (1) above
- (3) On termination of service by the Company after 10 years' continuous service—On the same scale as in (1) above.
- (4) Basic wages for the purposes of this scheme shall be the average of the basic wage payable to a workman during the twelve months next preceding death, disability, retirement, resignation or termination of service.
- (5) Gratuity will not be payable to a workman dismissed for misconduct.

NATIONAL ELECTRICAL INDUSTRIES LTD., BOMBAY †

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal awarded the following scheme of gratuity :—

- (1) On the death of a workman while in service of the company or on his becoming physically or mentally incapable of further service—Gratuity equivalent, to half a month's basic wages for each year of continuous service to be paid to the disabled employee, or if he is dead to his heirs or legal representatives or assigns subject to a maximum of fifteen months' basic wages.
- (2) On voluntary retirement or resignation after 15 years' continuous service—Half a month's basic wages for each year of continuous service subject to a maximum of fifteen months' basic wages.
- (3) On termination of service by the company after five years' continuous service—Half a month's basic wages for each year of continuous service subject to a maximum of 15 months' basic wages.

Wages for the purpose of calculating gratuity shall be the average of basic wages payable during the twelve months next preceding death, disablement, retirement or resignation or termination of service, as the case may be.

Gratuity will not be payable to the employees whose services are terminated on account of misconduct.

NEW JACK PRINTING WORKS LTD., BOMBAY ‡

versus

BOMBAY PRESS EMPLOYEES' UNION REPRESENTING THE WORKMEN.

The Tribunal directed the Company to grant the following scheme of gratuity :—

- | | |
|--|---|
| (1) On the death of an employee while in the service of the Company or on his physical or mental disability to continue further in the service of the Company. | Half month's salary or wages for each year of continuous service subject to a maximum of 7½ months' salary or wages to be paid to his heirs or assigns or to the disabled employee, as the case may be. |
| (2) On retirement or resignation of an employee after 15 years of continuous service. | 7½ months' salary or wages. |
| (3) On termination of service by the Company— | |
| (a) On completion of 10 years of continuous service and over. | Half month's salary or wages for each completed year of service but not more than 7½ months' salary or wages. |
| (b) On completion of 9 years of continuous service. | 3½ months' salary or wages. |
| (c) On completion of 8 years of continuous service. | 3 months' salary or wages. |

* 1958 I.C.R. (Bom.), pages 219-220.

† 1956 I.C.R. (Bom.), pages 772-773.

‡ 1956 I.C.R. (Bom.), pages 1393-94.

APPENDIX XI—contd.

- (d) On completion of 7 years of continuous service 2½ months' salary or wages.
- (e) On completion of 5 years but less than 7 years of continuous service 2 months' salary or wages.

Gratuity shall not be payable to any employee who is dismissed for gross misconduct.

Salary or wages for the purpose of calculating gratuity shall be the average salary or wages exclusive of dearness allowance during the 12 months next previous to death, disability, retirement, resignation, or termination, as the case may be.

The Company will be at liberty to grant gratuity in excess of the above, in its discretion.

NEW PIECE GOODS BAZAR COMPANY LTD BOMBAY

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal directed that the company should pay gratuity for past service to the workmen as follows :—

- (1) On the death of an employee while in the service of the Company or on his physical or mental disability to continue further in service. Half a month's salary or wages for each year of service prior to the starting of the Provident Fund.
- (2) On voluntary retirement or resignation of an employee after 10 years' continuous service. Half a month's salary or wages for each completed year of service prior to the starting of the Provident Fund.
- (3) On termination of service by the Company after five years of continuous service. Half a month's salary or wages for each completed year of service prior to the starting of the Provident Fund.

Salary or wages for the purpose of calculating gratuity shall be the basic salary or wages exclusive of allowances, last drawn by the workman concerned.

NOGI AND COMPANY, BOMBAY †

versus

WORKMEN (OTHER THAN CLERICAL STAFF) EMPLOYED UNDER IT.

The Tribunal prescribed the following scheme of gratuity for the workers :—

- (1) On the death of an employee while in the service of the company or on his physical or mental disability to continue further in service—Half month's salary or wages for each year of service subject to a maximum of 15 months' salary or wages, to be paid to his heirs, executors or nominees, as the case may be.
- (2) On voluntary retirement or resignation of an employee after 15 years' continuous service in the company—15 months' wages or salary.
- (3) On termination of his service by the company :—
 - (a) After 10 years' continuous service but less than 15 years' service—¼ of one month's salary or wages for each year of service.
 - (b) After 15 years' continuous service in the company—15 months' salary or wages.
- (4) Gratuity will not be paid to any employee who is dismissed for dishonesty or misconduct.
- (5) Salary for the purposes of calculating gratuity shall be the substantive salary exclusive of dearness allowance of an employee on the date the employee ceases to be in the employ of the company.

PHIPSON AND COMPANY LTD., BOMBAY

versus

WORKMEN EMPLOYED UNDER IT

The Tribunal directed that the company should pay gratuity to its employees according to the scale given below :—

- (1) On the death or the physical or mental disability of an employee while in service of the Company—

One month's salary for each completed year of service subject to a maximum of 15 months' salary payable to the employee or to his heirs, executors or nominees.

* 1951 I.C.R. (Bom.), page 1178.

† 1957 I.C.R. (Bom.), page 861.

‡ 1950 I.C.R. (Bom.), page 480.

APPENDIX XI—contd.

- (2) On voluntary retirement or resignation of an employee after 15 years' continuous service—15 months' salary.
- (3) On termination of an employee's service by the Company—
 - (a) After completion of service of five years but less than ten years— $\frac{1}{2}$ month's salary for each completed year of service.
 - (b) After continuous service with the Company for ten years but less than fifteen years— $\frac{1}{3}$ th of one month's salary for each completed year of service.
 - (c) After fifteen years' continuous service with the Company—15 months' salary.
- (4) Gratuity shall be calculated on the last salary drawn by the employee.
- (5) Gratuity will not be paid to an employee who is dismissed for dishonesty or misconduct.

POONA CANTONMENT BOARD, POONA *

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal prescribed the following scheme of gratuity :—

- (1) On the death of an employee while in the service of the Board or his becoming physically or mentally incapable of further service, one month's basic wages for each year of service, subject to a maximum of 15 months' wages to be paid to the workmen or, in the event of his death, to be paid to his heirs, executors or legal representatives, as the case may be.
 - (2) On voluntary retirement, or resignation of a workman—After 15 years' continuous service in the Board—15 months' basic wages.
 - (3) On termination of the service by the Board—
 - (a) After 5 years' continuous service in the Board— $\frac{1}{2}$ month's basic wages for each year of service.
 - (b) After 10 years' continuous service in the Board— $\frac{1}{3}$ of a month's basic wages for each year of service.
 - (c) After 15 years' continuous service in the Board—15 months' basic wages.
- Gratuity shall not be payable to an employee who is dismissed for dishonesty or misconduct. Wages for the purposes of calculating gratuity shall be the average of the basic wages (exclusive of allowances) drawn for the 12 months previous to death, disability, retirement, resignation or termination, as the case may be.

POONA MUNICIPAL TRANSPORT, POONA †

versus

WORKMEN EMPLOYED UNDER IT IN ITS TRAFFIC DEPARTMENT.

The Tribunal directed the following scheme of gratuity for the workmen concerned in this reference :—

- (1) On the death of an employee while in service of the Poona Municipal Transport or on his becoming physically or mentally incapable of further service—One month's salary for each completed year of service subject to a maximum of 15 months' salary to be paid to the disabled employee or if he has died to his heirs or legal representatives or nominees, as the case may be.
- (2) On voluntary retirement or resignation of an employee after 15 years' continuous service—15 months' salary.
- (3) On termination of an employee's service by the Poona Municipal Transport—
 - (a) After completion of service of 5 years but less than 10 years— $\frac{1}{2}$ month's salary for each completed year of service.
 - (b) After completion of service of 10 years but less than 15 years— $\frac{1}{3}$ month's salary for each completed year of service.
 - (c) After completion of 15 years' continuous service—15 months' salary.
- (4) No gratuity will be payable to an employee who is dismissed for misconduct.
- (5) Salary for the purpose of this Scheme means the average of the basic pay payable during the 12 months immediately preceding death, disability, retirement, resignation, or termination of service, exclusive of dearness and other allowances.

* B. G. G., Part I-L, dated 20th June 1957, page 2776.

† 1956 I.C.R. (Bom.), pages 1112—1113.

APPENDIX XI—contd.

RALLIS INDIA LTD., BOBBAY*

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal directed that company should pay gratuity to its workmen on the following basis and that in calculating the payment of gratuity and the length of service, the past services of the employees with M/s. Ralli Bros., Ltd., London, should be taken into account :—

- (1) On the death of an employee while in the service of the Company or on his physical or mental disability to continue further in service. One month's salary or wages for each year of continuous service, subject to a maximum of 15 months' salary or wages to be paid to his heirs or assigns or to the disabled employee, as the case may be.
- (2) On voluntary retirement or resignation of an employee after 15 years of continuous service. 15 months' salary or wages.
- (3) On termination of service by the Company :—
 - (a) On completion of ten years of continuous service and over. One month's salary or wages for each completed year of service but not more than 15 months' salary or wages.
 - (b) On completion of 9 years of continuous service. Seven months' salary or wages.
 - (c) On completion of 8 years of continuous service. Six months' salary or wages.
 - (d) On completion of 7 years of continuous service. Five months' salary or wages.
 - (e) On completion of 5 years but less than 7 years of continuous service. Four months' salary or wages.

The following conditions shall govern the grant of the gratuity :—

- (1) Gratuity shall not be payable to any employee who is dismissed for gross misconduct.
- (2) Salary or wages for the purpose of calculating gratuity shall be last salary or wages, exclusive of allowances, drawn previous to death, disability, retirement or resignation or termination, as the case may be.
- (3) From the amount to be distributed as due to the workmen, the amount of 2 months' basic wages by way of compensation paid to them the present company took over in September 1948 and the amount of the benefit received by the workmen out of the Donor's Fund, shall be deducted.
- (4) The Company will be at liberty to grant gratuity in excess of the above in its discretion.

S. S. RAJGOR, ESSENTIAL OIL AND AROMATIC CHEMICAL CO., GUM DEPARTMENT, BOMBAY AND OTHERS†

versus

WORKMEN RESPECTIVELY EMPLOYED UNDER THEM.

The Tribunal directed that the employers should pay gratuity to their employees at the following rates :—

- (1) On the death of an employee while in service of the Employer— $\frac{1}{2}$ month's salary for each completed year of service subject to a maximum of 10 months' salary to his heirs, executors or nominees.
- (2) On voluntary retirement or resignation of an employee after 15 years' continuous service with the Employer—7 months' salary.
- (3) On termination of his service by the Company :—
 - (a) After completion of continuous service with the Employer for more than five years but less than ten years— $\frac{1}{2}$ month's salary for every completed year of service.
 - (b) After completion of continuous service with the Employer for more than ten years but less than 15 years— $\frac{1}{2}$ month's salary for every completed year of service.
 - (c) After completion of 15 years' service with Employer— $\frac{1}{2}$ a month's salary for every completed year of service subject to a maximum of 10 months.

* 1950 I.C.R. (Supplement 1949) (Bom.), pages 466-67.

† 1950 I.C.R. (Bom.), page 543.

APPENDIX XI—contd.

SAMARTH BHARAT PRESS, POONA

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal awarded the following scheme of gratuity :—

(1) On the death of an employee while in service of the Company or on his becoming incapable of further service—Half a month's basic wage or salary for each year of service subject to a maximum of 10 months' basic wage or salary to be paid to the disabled employee and in the event of death to the legal heirs, executors or assigns of the deceased employee.

(2) On voluntary retirement or resignation of an employee—After 15 years' continuous service in the Company—Half a month's basic wage or salary, subject to a maximum of 10 months' basic wage or salary.

(3) On termination of his services by the Company—After 10 years' continuous service with the company—Half a month's basic wage or salary, subject to a maximum of 10 months' basic wage or salary.

Gratuity shall not be paid to any employee who is dismissed for misconduct involving financial loss to the company, to the extent of the financial loss caused. Basic wage or salary for the purposes of calculating gratuity shall mean the substantive salary (exclusive of allowances) of the workman on the date the workman ceases to be in the employment of the company. The company at its discretion may grant gratuity in excess of the above.

SANDESH LTD., AHMEDABAD †

versus

ITS WORKMEN.

The Tribunal directed the company to pay to the workmen covered by this reference gratuity on the following scale :—

(1) On the death of an employee while in the service of the Company or on his becoming physically or mentally incapable of further service— $\frac{1}{2}$ month's salary or wages for each year of continuous service subject to a maximum of $7\frac{1}{2}$ months' to be paid to the disabled employee or, if he dies, to his heirs or legal representatives or assigns.

(2) On voluntary retirement or resignation of an employee after 15 years' continuous service— $\frac{1}{2}$ month's salary or wages for each year of continuous service, subject to a maximum of $7\frac{1}{2}$ months'.

(3) On termination of service by the Company— $\frac{1}{2}$ month's salary or wages for each year of completed service subject to a maximum of $7\frac{1}{2}$ months'.

The following conditions shall govern the grant of gratuity—

(a) Gratuity shall be payable to workmen dismissed for misconduct.

(b) Salary or wages for the purposes of calculating gratuity shall be average salary or wages exclusive of dearness and other allowances payable to the workman, during the 12 months next previous to death, disability, retirement, resignation or termination, as the case may be.

(c) The Company shall be at liberty to grant gratuity in excess of the above in its discretion.

SCINDIA WORKSHOP LTD., BOMBAY ‡

versus

WORKMEN (EXCLUDING MONTHLY-RATED STAFF) EMPLOYED UNDER IT.

The Tribunal directed the company to revise the gratuity Rules as agreed to by the parties i. e. as follows :—

(a) On the death of an employee while in service of the Company

or

On his physical or mental disability to continue further in the company's service

or

On resignation of an employee on completion of 15 years of continuous service or thereafter.

One month's basic wages for each year of service, subject to a maximum of 15 months' wages or at the rate of 15 days' basic wages for every year of service put in whichever is beneficial to the worker.

* 1955 I.C.R. (Bom.), pages 161-62.

† 1953 I.C.R. (Bom.), page 813.

‡ B. G. G., Part I-L, dated 25th April 1957, pages 1974-75.

(G.C.P.) L-A R 1133--320

APPENDIX XI—contd.

- (b) On termination of service by the Company :—
- | | |
|--|---|
| (1) On completion of 15 years' service or more. | One month's basic wages for each year of service subject to a maximum of 15 months' wages, or at the rate of 15 days' basic wages for every year of service put in whichever is beneficial to the worker. |
| (2) On completion of 10 years' service but less than 15 years' service. | One month's basic wages for each completed year of service. |
| (3) On completion of 9 years' service. | 9 months' basic wages. |
| (4) On completion of 8 years' service. | 8 months' basic wages. |
| (5) On completion of 5 years' service but less than 8 years' service. | 6 months' basic wages. |
| (6) On completion of 3 years of service but less than 5 years' service. | 3 months' basic wages. |
| (7) On completion of 2 years' of service but less than 3 years' service. | 2 months' basic wages. |
- (c) Gratuity shall not be paid to any employee who is dismissed for gross misconduct.
- (d) Gratuity shall be computed on the basis of the last basic wages drawn and the month shall be calculated as of twenty-six days working.

SHAHCO AERATED WATER FACTORY, AHMEDABAD *

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal prescribed the following scheme of gratuity :—

(1) On the death of an employee while in the service of the company or on his becoming physically or mentally incapable of further service—Half month's salary or wages, for each year of continuous service subject to a maximum of $7\frac{1}{2}$ months' salary or wages, to be paid to the disabled employee or, if he has died, to his heirs or legal representatives or assigns.

(2) On voluntary retirement or resignation of an employee after 15 years' continuous service—Half month's salary or wages for each year of continuous service subject to a maximum of $7\frac{1}{2}$ months' salary or wages.

(3) On termination of service, by the company—Half month's salary or wages for each year of continuous service subject to a maximum of $7\frac{1}{2}$ months' salary or wages.

Gratuity shall not be payable to any employee who is dismissed for misconduct.

Salary or wages for the purpose of calculating gratuity shall be the salary or wages, exclusive of allowances, drawn by the employee on the date he ceases to be in the service of the Company.

SHAPARIA DOCK AND STEEL COMPANY LTD., BOMBAY †

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal awarded the following scheme of gratuity :—

(1) On the death of an employee while in the service of the Company or on his becoming physically or mentally incapable of further service—Half a month's salary or wages for each year of continuous service to be paid to the disabled employee or, if he is dead, to his heirs or legal representatives or assigns, subject to a maximum of 15 months' salary or wages.

(2) On voluntary retirement or resignation of an employee after 15 years' continuous service—Half a month's salary or wages for each year of service, subject to a maximum of 15 months' salary or wages.

(3) On termination of service by the Company—Half a month's salary or wages for each year of continuous service.

Gratuity shall not be payable to an employee who is dismissed for misconduct.

Salary or wages for the purpose of calculating gratuity shall be the average salary or wages exclusive of allowance drawn during the twelve months' immediately preceding death, disability, retirement, resignation or termination of service, as the case may be.

* B. G. G., Part I-L, dated 9th May 1957, page 2251.

† 1952 I.C.R. (Bom.), page 450.

APPENDIX XI—contd.

SIMPLEX MILLS CO., LTD., BOMBAY *

versus

WORKMEN (HEAD OFFICE STAFF ONLY) EMPLOYED UNDER IT.

The Tribunal directed the Company to continue existing gratuity scheme with some modifications therein as follows :—

(1) On the death of an employee while in the service of the Company—One month's salary for each year of service, subject to a maximum of 15 months' salary, to be paid to his heirs or executors or nominees, as the case may be.

(2) On voluntary retirement or resignation of an employee—After 15 years' continuous service in the Company—15 months' salary.

(3) On termination of his service by the Company :—

(a) On completion of 15 years' continuous service—15 months' salary.

(b) At the end of service of 9 continuous years or more but not amounting to 15 years' service— $\frac{3}{4}$ th of a month's salary for each completed year of service.

(c) On completion of 8 years' continuous service—5 months' salary.

(d) On completion of 7 years' continuous service—4 months' salary.

(e) On completion of 6 years' continuous service— $3\frac{1}{2}$ months' salary.

(f) On completion of 5 years' continuous service— $3\frac{1}{2}$ months' salary.

Salary for the purpose of calculating gratuity shall be substantive salary exclusive of dearness allowance or any other allowances of an employee on the date the employee ceases to be in the employment of the Company.

Gratuity will not be paid to an employee who is dismissed for dishonesty or misconduct.

The Tribunal also recommended that the Company should amend the scheme and pay gratuity to an employee who becomes physically or mentally incapable of further service, as follows :—

"On an employee's becoming physically or mentally incapable of further service—one month's salary for each year of service, subject to a maximum of 15 months' salary to be paid to the disabled employee."

SPENCE LTD., BOMBAY †

versus

WORKMEN (INCLUDING CHEMICAL STAFF) EMPLOYED UNDER IT.

The Tribunal awarded the following scheme of gratuity :—

(1) On the death of an employee while in the service of the Company or on his becoming physically or mentally incapable of further service—One month's salary or wages for each year of continuous service, subject to a maximum of fifteen months' salary or wages to be paid to the disabled employee or if he has died to his heirs, legal representatives or assigns.

(2) On voluntary retirement or resignation of an employee after fifteen years of continuous service—One month's salary or wages for each year of continuous service subject to a maximum of fifteen months' salary or wages.

(3) On termination of service by the Company—

(a) After ten or more years of continuous service—One month's salary or wages for each year of continuous service, subject to a maximum of fifteen months' salary or wages.

(b) After five years but less than ten years of continuous service—three-fourth of a month's salary or wages for each year of continuous service.

(c) After one year but less than five years of continuous service—half a month's salary or wages for each year of continuous service.

(4) Gratuity shall not be payable to any employee who is dismissed for gross misconduct.

(5) Salary or wages for the purpose of calculating gratuity, shall be the average of the salary or wages exclusive of dearness and other allowances drawable for the 12 months previous to death, disability, retirement or resignation or termination, as the case may be.

(6) The Company shall be at liberty to grant gratuity in excess of the above in its discretion.

* 1956 I.C.R. (Bom.), pages 200-202.

† 1952 I.C.R. (Bom.), pages 347-348.

APPENDIX XI—contd.

SUNDERDAS SAW MILLS, BOMBAY *

versus

WORKMEN (SKILLED, SEMI-SKILLED, UN-SKILLED AND LORRY DRIVERS)
EMPLOYED UNDER IT.

The Tribunal directed that the Mills should introduce the following scheme of gratuity :—

- | | |
|---|--|
| (1) On the death of an employee while in the service of the Company or on his becoming physically or mentally incapable of further service. | Half a month's basic wages for each year of continuous service to be paid to the disabled employee or if he has died, to his heirs or legal representatives or assigns, subject to a maximum of fifteen months' basic wages. |
| (2) On voluntary retirement or resignation after fifteen years' continuous service. | Half a month's basic wages for each year of continuous service subject to a maximum of fifteen months' basic wages. |
| (3) On termination of service by the Company after ten years' continuous service. | Half a month's basic wages for each year of service subject to a maximum of fifteen months' basic wages. |

Gratuity will not be payable to those workmen whose services are terminated on account of misconduct. Wages for the purpose of the scheme prescribed above shall be the average of the basic pay, payable during the twelve months next preceding death, disability, retirement, resignation or termination of service. The Company may in its discretion grant gratuity in excess of the above.

SURAT BUS COMPANY LTD., SURAT †

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal directed the Company to pay gratuity on the following basis :—

- (1) On the death or permanent mental or physical disability of a worker while in the service of the Company—Half month's salary or wages for each completed year of service subject to a maximum of 15 months' salary or wages payable to the workman or to his heirs, executors or nominees.
- (2) On voluntary retirement or resignation of the workman after 15 years' service—Half month's salary or wages for each completed year of service subject to a maximum of 15 months' salary or wages.
- (3) On termination of a workman's service by the Company after completion of 5 years' service—Half month's salary or wages for each completed year of service subject to a maximum of 15 months' salary or wages.
- (4) Gratuity should be calculated on the average salary or wages (exclusive of allowances) drawn by the workman during the 12 months' preceding death, disability, retirement, resignation or termination of service.

SURAT RANDEE BUS SERVICE COMPANY, SURAT ‡

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal directed the Company to pay gratuity to its workmen on the following basis :—

- (1) On the death or permanent mental or physical disability of a worker while in service of the Company—Half month's salary or wages for each completed year of service subject to a maximum of 15 months' salary or wages payable to the workman or to his heirs, executors or nominees.
- (2) On voluntary retirement or resignation of the workman after 15 years' service—Half month's salary or wages for each completed year of service subject to a maximum of 15 months' salary or wages.
- (3) On termination of a workman's service by the Company after completion of 5 years' service—Half month's salary or wages for each completed year of service subject to a maximum of 15 months' salary or wages.
- (4) Gratuity should be calculated on the average salary or wages (exclusive of allowances) drawn by the workman during the 12 months preceding death, disability, retirement, resignation or termination of service.

* 1956 I.C.R. (Bom.), pages 978-79.

† 1952 I.C.R. (Bom.), pages 1254-55.

‡ 1953 I.C.R. (Bom.), page 314.

APPENDIX XI—contd.

SWASTIK OIL MILLS LTD., BOMBAY*

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal directed the Company to adopt the same scheme of gratuity as was framed by the Honourable Labour Appellate Tribunal in its decision in 1951, II Labour Law Journal, p. 23, which is as follows :—

(1) On the death of an employee while in the service of the Company or on his becoming physically or mentally incapable of further service—Three-fourth month's salary or wages for each year of continuous service to be paid to the disabled employee or, if he has died, to his heirs or legal representatives or assigns.

(2) On voluntary retirement or resignation of an employee after 15 years' continuous service—Three-fourth month's salary or wages for each year of completed service.

(3) On termination of service by the company—Three-fourth month's salary or wages for each year of completed service.

Gratuity shall not be payable to any employee who is dismissed for misconduct.

Salary or wages for the purposes of calculating gratuity shall be the average salary or wages, exclusive of allowances, during the 12 months' immediately preceding the death, disability, retirement, resignation or termination of service, as the case may be.

The Company will be of course, at liberty to grant gratuity in excess of the above terms.

TAMBAWALA METAL MFG. WORKS, BOMBAY †

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal directed the Company to introduce a scheme of gratuity as follows :—

(1) On the death of an employee while in service : One month's pay for each year of service, subject to a maximum of 12 months' to be paid to his heirs, executors, assigns or nominees.

(2) On an employee becoming physically or mentally disabled to continue further in service, or on termination of service after 10 years' continuous service : Gratuity at the same rate as above.

(3) On voluntary retirement, or resignation of an employee, after 15 years' continuous service : Gratuity at the same rate as above.

Pay for the purpose of calculating gratuity shall be the average of the pay drawn during the 12 months' next preceding death, disability, retirement, resignation or termination of service, as the case may be.

The Tribunal further directed that where an employee has been convicted of a criminal offence or where his misconduct has involved the Company in loss or damage the Company shall be entitled to forfeit, at their discretion, wholly or in part, the gratuity which should otherwise have been payable to him. In cases in which the gratuity is intended to be forfeited, wholly or partly on the ground that an employee's misconduct (which has led to his dismissal) has involved the Company in loss or damage in the proceedings held leading to his dismissal the charge shall specifically show (a) how such misconduct has resulted in loss or damage to the Company, (b) the extent of such loss or damage and (c) the action which is proposed to be taken or which may be taken in respect of any gratuity payable provided that such a charge may also be made after the proceedings leading to his dismissal have terminated and that in such an event there shall be a separate charge in writing on the points mentioned above, which shall be investigated in an appropriate manner.

THOS. COOK & SONS (CONTINENTAL & OVERSEAS) LTD., BOMBAY ‡

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal directed that the company should pay gratuity to its employees according to the following scheme :—

(1) On the death or physical or mental disability of an employee while in service of the Company—One month's salary for each completed year of service subject to a maximum of fifteen months' salary to be paid to the employee or to his heirs, executors, assignees or nominees.

(2) On voluntary retirement or resignation of an employee after fifteen years' continuous service—Fifteen months' salary.

(3) On termination of an employee's service by the Company—

(a) After completion of service of five years but less than ten years— $\frac{1}{2}$ month's salary for each completed year of service.

* 1952 I.C.R. (Bom.) page 757.

† 1951 I.C.R. (Bom.), pages 583-84.

‡ 1953 I.C.R. (Bom.), page 876.

APPENDIX XI—contd.

(b) After completion of service of ten years but less than fifteen years— $\frac{1}{3}$ of a month's salary for each completed year of service.

(c) After completion of fifteen years' continuous service—fifteen months' salary.

(4) No gratuity will be payable to an employee who is dismissed for any offence or for an act of dishonesty or for causing loss to the Company.

(5) Salary to be computed on the basis of twelve months immediately preceding death, disability, retirement, resignation or termination, exclusive of dearness and other allowances.

TOPIWALA METAL STAMPING WORKS, BOMBAY

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal directed that gratuity should be paid to workmen as also to the Clerical Staff on the following basis :—

(1) On the death of an employee while in the service of the Company—

One month's salary for each year of service to a maximum of 15 months' salary to be paid to his heirs or executors or nominees.

(2) On voluntary retirement or resignation of an employee—After 15 years' continuous service in the Company—15 months' salary.

(3) On termination of his service by the Company—

(a) After 10 years' continuous service but less than 15 years' service in the Company— $\frac{1}{3}$ th of one month's salary for each year of service.

(b) After 15 years' continuous service in the Company—15 months' salary.

(4) Gratuity will not be paid to any employee who is dismissed for dishonesty or misconduct.

(5) Wages/salary for the purpose of calculating gratuity shall mean substantive wages/salary (exclusive of dearness and other allowances) of an employee on the date the employee ceases to be in the employment of the Company. The Company may at its discretion grant gratuity in excess of the above.

TURNER MORRISON & COMPANY LTD., BOMBAY AND ANOTHER †

versus

WORKMEN EMPLOYED UNDER THEM

The Tribunal directed that in the case of employees with less than 20 years service gratuity should be paid on the scale laid down below :—

(a) On death or disability or old age of the employee while in service of the Company—Half month's salary for each year of service subject to a maximum of 10 months' salary to be paid in case of death to his heirs or executors or a nominee.

(b) On voluntary retirement or resignation of an employee after 15 years of service in the Company— $\frac{1}{2}$ month's salary.

(c) On termination of an employee's service by the Company for the Company's own reasons :

(i) After ten years' continuous service but less than fifteen years' service in the Company— $\frac{3}{8}$ th of one month's salary for each year of service.

(ii) After fifteen years' continuous service in the Company—Half month's salary for each year of service subject to a maximum of ten months' salary.

(d) Gratuity will not be paid to any employee who is dismissed for dishonesty or misconduct.

Salary for the purposes of calculating gratuity shall mean the substantive salary (exclusive of allowances) of an employee on the date the employee ceases to be in the employment of the Company.

The Company may in their discretion grant gratuity in excess of the above.

It is understood that the benefit of the gratuity will be given to such employees who do not get the pension.

* 1949 I.C.R. (Bom.), page 1193.

† 1951 I.C.R. (Bom.), page 284.

APPENDIX XI—contd.

UNITED SALT WORKS AND INDUSTRIES LTD., KANDLA *

versus

WORKMEN EMPLOYED UNDER IT

The Arbitrators decided that the Company should pay gratuity to its employees on the following basis :—

- (1) On the death of an employee while in service of the company or on his physical or mental disability to continue any further in service—

One month's salary or wages of each year of continuous service subject to a maximum of fifteen months' basic salary or wages to be paid to the disabled employee or to the heirs, administrators or legal representatives, or assignee of the deceased employee.

- (2) On retirement or resignation of an employee—

After 15 years' continuous service—Fifteen month's salary or wages.

- (3) On termination of the services by the Company after completion of 10 years of continuous service with the company—

One month's basic salary or wages for each completed year of service but not exceeding ten months' wages or salaries.

- (4) On termination of the service by the company after completion of five years' continuous service but less than ten years' continuous service with the company—

Half months' salary or wages for each completed year of service.

- (5) No gratuity shall be payable to any employee who is dismissed for misconduct.

- (6) Salary or wages for the purpose of calculating gratuity shall be the average salary exclusive of dearness allowance during the twelve months next previous to the event entitling the workmen to the payment of gratuity.

- (7) Seasonal workmen will not be given this benefit.

UNIVERSAL NUT AND BOLT COMPANY, BOMBAY†

versus

WORKMEN EMPLOYED UNDER IT

The Tribunal directed that the gratuity should be paid to all employees on the following basis :—

- (a) On death or disability or old age of the employee while in service of the Concern—Half month's salary for each year of service subject to a maximum of 15 months' salary to be paid in case of death to his heirs or executors or a nominee.

- (b) On voluntary retirement or resignation of an employee after 15 years of service in the Concern—7½ months' salary.

- (c) On termination of an employee's service by the Concern for reasons personal to the concern :—

- (i) After completion of continuous service in the Concern for more than five years but less than ten years—½ month's salary for every completed year of service.

- (ii) After 10 years of continuous service but less than 15 years' service in the Concern—3/8th of one month's salary for each year of service.

- (iii) After 15 years' continuous service in the Concern—7½ months' salary.

- (d) Gratuity will not be paid to any employee who is dismissed for dishonesty or misconduct.

Salary for the purposes of calculating gratuity shall mean the substantive salary (exclusive of allowances) of an employee on the date the employee ceases to be in the employment of the Concern.

The Concern may in its discretion grant gratuity in excess of the above scale.

VEGETABLE VITAMIN FOODS COMPANY LTD., BOMBAY‡

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal directed that gratuity should be paid on the following basis :—

- (1) On the death of an employee while in the service of the Company or on his physical or mental disability to continue further in service—One month's salary or wages for each year of service subject to a maximum of 15 months' salary or wages to be paid to his heirs, executors or nominees, as the case may be.

* B. G. G., Part I-L, dated 12th December 1957, page 5651.

† 1950 I.C.R. (Bom.), page 66.

‡ 1950 I.C.R. (Bom.), page 775.

APPENDIX XI—*contd.*

(2) On voluntary retirement or resignation of an employee after 15 years' continuous service in the Company—15 months' wages or salary.

(3) On termination of his service by the Company—

(a) After 10 years' continuous service but less than 15 years' service— $\frac{3}{4}$ ths of one month's salary or wages for each year of service.

(b) After 15 years' continuous service in the Company—15 months' salary.

(4) Gratuity will not be paid to any employee who is dismissed for dishonesty or misconduct.

Salary for the purpose of calculating gratuity shall be the substantive salary exclusive of dearness allowance of an employee on the date the employee ceases to be in the employment of the Company.

The Company may in its discretion grant gratuity in excess of the above.

VEGETABLE VITAMIN FOODS CO. LTD., BOMBAY*

versus

WORKMEN (EXCLUDING CLERICAL STAFF) EMPLOYED UNDER IT.

The Tribunal directed the Company to revive the scheme of gratuity introduced under Shri Thakore's award. Under that award the following scheme of gratuity was prescribed :—

(1) On the death of an employee while in the service of the Company or on his physical or mental disability to continue further in service—One month's salary or wages for each year of service subject to a maximum of 15 months' salary or wages to be paid to his heirs, executors or nominees, as the case may be.

(2) On voluntary retirement or resignation of an employee after 15 years' continuous service in the Company—15 months' wages or salary.

(3) On termination of his service by the Company—

(a) After 10 years' continuous service but less than 15 years' service— $\frac{3}{4}$ ths of one month's salary or wages for each year of service.

(b) After 15 years' continuous service in the Company—15 months' salary or wages.

(4) Gratuity will not be paid to any employee who is dismissed for dishonesty or misconduct.

VIJAY ENTERPRISING CO. (FOR HIND VIJAY PICTURE PALACE), POONA†

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal directed the company to pay gratuity to its workers in the following circumstances :—

(1) On the death of an employee while in the service of the Company or on his becoming physically or mentally incapable of further service—Half month's salary or wages for each year of continuous service to be paid to the disabled employee or if he has died, to his heirs or legal representatives or assigns.

(2) On voluntary retirement or resignation of an employee after fifteen years' continuous service—Half month's salary or wages for each year of continuous service

(3) On termination of service by the Company—Half month's salary or wages for each year of continuous completed service.

Conditions

(a) Gratuity will not be paid to an employee who has been dismissed for misconduct.

(b) Salary or wages for the purpose of calculating gratuity shall be the average of the last salary or wages exclusive of dearness allowance and other allowances drawn for the twelve months previous to death, disability, retirement or resignation or termination, as the case may be.

(c) The company shall be at liberty to grant gratuity in excess of the above in its discretion.

* 1957 I.C.R. (Bom.), page 37.

† 1954 I.C.R. (Bom.), page 171.

APPENDIX XI—concl'd.

VOLKART BROTHERS, BOMBAY

versus

WORKMEN EMPLOYED UNDER IT.

The Tribunal directed that the gratuity scheme should be on the lines given below :—

(1) On the death of an employee while in service of the Firm or on his physical or mental disability to continue further in service—1 month's salary for each completed year of service subject to a maximum of 15 months' salary to be paid to him, his heirs, executors or nominees.

(2) On voluntary retirement or resignation of an employee after 15 years' continuous service in the Firm—15 months' salary.

(3) On termination of the service of an employee by the Firm—

(a) After completion of 5 years' but less than 10 years' continuous service in the Firm— $\frac{1}{2}$ month's salary for every completed year of service.

(b) After 10 years' continuous service in the Firm but less than 15 years'— $\frac{2}{3}$ of 1 month's salary for each completed year of service.

(c) After 15 years' continuous service in the Firm—15 months' salary.

(4) Gratuity shall not be payable to any employee who is dismissed for gross misconduct such as causing damage to the Firm's properties or premises, theft, fraud, or dishonesty in connection with the Firm's business of property.

(5) Salary for the purpose of calculating gratuity shall be the average salary exclusive of allowances during the 12 months' just previous to death, disability, retirement, resignation or termination, as the case may be.

WESTERN INDIA MATCH CO. LTD., BOMBAY †

versus

MONTHLY PAID EMPLOYEES EMPLOYED IN ITS FACTORY AT AMBERNATH.

The Tribunal directed the Company to pay gratuity on the following basis :—

- | | |
|---|---|
| (1) On the death of an employee while in the service of the Company or on his physical or mental disability or continue further in service. | One month's salary or wages for each year of continuous service, subject to a maximum of 15 months' salary or wages to be paid to his heirs or assigns or to the disabled employee, as the case may be. |
| (2) On retirement or resignation of an employee after 15 years of continuous service. | 15 months' salary or wages. |
| (3) On termination of service by the Company after completion of 10 years' continuous service and over. | One month's salary or wages for each completed year of service, but not more than 15 months' salary or wages. |
| (4) On completion of 9 years of continuous service. | 7 months' salary or wages. |
| (5) On completion of 8 years of continuous service. | 6 months' salary or wages. |
| (6) On completion of 7 years of continuous service. | 5 months' salary or wages. |
| (7) On completion of 5 years but less than 7 years of continuous service. | 4 months' salary or wages. |

Gratuity shall not be payable to any employee who is dismissed for gross misconduct.

Salary or wages for the purpose of calculating gratuity shall be the last salary drawn on the date of death, disability, retirement, resignation or termination, as the case may be.

The Company shall be at liberty to grant gratuity in excess of the above.

* 1951 I.C.R. (Bom.), page 1135.

† 1950 I.C.R. (Supplement 1949) (Bom.), page 93.

APPENDIX XII

Acting allowance

Serial No.	Names of the parties.	Direction given by the Tribunal.	Reference
1		3	4
1	Bennett, Coleman and Company Ltd., Bombay <i>vs.</i> Workmen employed under them.	As regards the quantum of acting allowance the Tribunal directed the company to adopt the following formula, viz. where an employee acts in a higher appointment he takes the minimum of the higher scale; but if his present pay is higher than such minimum of the higher grade then he takes his present pay plus one stage in the higher grade. The Tribunal further directed that for being entitled to the acting allowance the period of acting should not be less than one month when an employee is officiating in a higher post for the first time or less than 14 days on subsequent occasions of officiating. It was also directed that whenever an employee is required to officiate in a higher capacity an order in writing to that effect should be made.	1953 I.C.R. (Bom.) pp. 1056-57.
2	Bombay Garage Limited, Bombay <i>vs.</i> Workmen (Clerical staff) employed under it.	The Tribunal directed that if a clerk is required to officiate in a higher post for 15 days or more, a written order to that effect should be passed and an acting allowance should be paid to him as awarded by the Labour Appellate Tribunal in the case of General Motors India Ltd. 1952 I.L.L.J., page 205, paragraph 8 at p. 207.	1953 I.C.R. (Bom.) p. 355.
3	Burmah-Shell Oil Storage and Distribution Co. of India Ltd., Bombay <i>vs.</i> Workmen employed under it in Greater Bombay.	A. regards the labour, service and transport employees the Tribunal allowed a system introduced by the company since 1st January 1950 to continue whereby a man when he changes his job into one for which the pay-scale is higher will move into the minimum of the higher scale if his wage is otherwise below the figure; if his wage is equal to or greater than the minimum of the new grade, he will receive one increment in the new scale and further if he is not on the scale of new grade, he will receive a step-up to the nearest step in the grade. Coming to the clerical staff the Tribunal directed that when a Grade II Clerk is asked to do the work of either Grade B or Grade A and when a Grade A or Grade B Clerk is asked to do the work of a clerk in the Selection Grades and the work is for a period exceeding 8 days he should be paid an acting allowance on the same basis in the case of Grade II Clerks on which it is paid to labour, service and transport staff and in the case of Clerks acting in the Selection Grades it should consist of Rs. 25 per month.	1953 I.C.R. (Bom.) pp. 59-60.
4	Eastern Chemical Company (India), Bombay <i>vs.</i> Workmen (clerical staff and peons) employed under it.	The Tribunal directed that the following rules should govern the grant of officiating allowance :— (1) If an employee officiates in the same grade as his own and there is a difference of at least one increment between his basic pay and the basic pay of the person for whom he officiates, he shall be entitled to one increment as officiating allowance. (2) If he officiates in a grade higher than his own, he shall be entitled to the difference between his basic pay and the lowest basic pay in the higher grade, but if he is already earning more in his own grade than the lowest basic pay in the said higher grade then he shall be entitled to the basic pay in the higher grade which represents the next higher stage than his basic pay. (3) The above rules shall be subject to the proviso that no employee shall be entitled to draw an officiating allowance for a period of less than a month when he has officiated in the higher post for the first time or for a period less than fourteen days on subsequent occasions of officiating.	1955 I.C.R. (Bom.) p. 1335.
5	Edisons Continental Laboratories Ltd., Bombay and another <i>vs.</i> Workmen respectively employed under them.	The Tribunal directed that if an employee is called upon to undertake the work of a higher grade for 7 days or more at a time, he should be paid for the acting period either the minimum of the acting grade if his existing salary is lower than the minimum of the grade in which he is acting or if he is actually drawing more than the minimum of such grade he should be placed in the appropriate step in such senior grade and given one increment for the officiating period.	1953 I.C.R. (Bom.) p. 415.

- 6 Elephant Oil Mills Ltd., Bombay *vs.* Workmen (both daily-rated and monthly-rated) employed under it. The Tribunal directed the company to pay officiating allowance on the basis on which it has been awarded by the Honourable Labour Appellate Tribunal in Appeal No. 188 of 1951, General Motors (India) Ltd., Bombay *vs.* the workmen employed under it (*Bombay Government Gazette*, Part I-L, dated 17th January 1952, page 385) provided the duties of the absent clerk or employee are performed by any other clerk or employee and not shared generally by the other clerks or employees in the department. 1952 I. C. R. (Bom.) p. 1311.
- 7 Firestone Tyre and Rubber Co. of India Ltd. *vs.* Workmen (Office staff) employed under it. The Tribunal directed that no officiating allowance should be paid to an employee unless he is required to officiate in such higher posts for a period of 15 days or more and that when he so acts he should be paid an officiating allowance calculated at the rate of 50 per cent. of the difference between his own salary and the salary of the person for whom he acts. 1950 I. C. R. (Bom.) p. 489.
- 8 Firestone Tyre and Rubber Co. of India Private Ltd., Bombay *vs.* Workmen employed under it in Bombay District Office. The Tribunal directed that if a workman officiates for 15 days or more he should draw the minimum pay of the higher post, and if he is already drawing that minimum or more than the minimum he should draw one increment in the higher grade. 1958 I. C. R. (Bom.) p. 513.
- 9 Forbes Forbes Campbell and Company Ltd., Bombay *vs.* Workmen employed under it. The Tribunal directed that the following rules should govern the grant of officiating allowance :—
 (1) If an employee officiates in the same grade as his own and there is a difference of at least one increment between his basic pay and the basic pay of the person for whom he officiates, he shall be entitled to one increment in the officiating allowance.
 (2) If he officiates in a grade higher than his own, he shall be entitled to the difference between his basic pay and the lowest basic pay in the higher grade, but if he is already earning more in his own grade than the lowest basic pay in the said higher grade then he shall be entitled to the basic pay in the higher grade which represents the next higher stage than his basic pay.
 (3) These rules shall be subject to the proviso that the difference in no case shall exceed the total amount of 3 increments in the grade to which the officiating employee belongs substantively. 1952 I. C. R. (Bom.) pp. 1165-66.
- 10 Glaxo Laboratories (India) Ltd., Bombay *vs.* Workmen employed under it. The Tribunal directed that if an employee is temporarily called upon to undertake the work of the higher grade for 14* days or more at a time he should be paid for the period on the minimum of the senior grade if his existing salary is lower than the minimum of the senior grade or if he is actually drawing more than the minimum of the senior grade in which he is officiating he should be placed in the appropriate step in the Senior Grade and given one increment for the officiating period. 1952 I. C. R. (Bom.) p. 1598.
- 11 Goodless Wall Ltd., Bombay *vs.* Workmen (both daily-rated and monthly-rated) employed under it. The Tribunal directed the company to pay officiating allowance on the basis on which it has been awarded by the Honourable Labour Appellate Tribunal in Appeal (Bom.) No. 188 of 1951, General Motors (India) Ltd., Bombay *vs.* the workmen employed under it (*Bombay Government Gazette*, Part I-L, dated 17th January 1952, page 385) provided the duties of the absent clerk or employee are performed by any other Clerk or Employee and not shared by the other Clerks or Employees in the department. 1952 I. C. R. (Bom.) p. 1292.

* The period has been changed from 7 days to 14 days by the decision of the L. A. T. 1955 I. C. R. (Bom.) p. 794.

APPENDIX XII—contd.

Serial No.	Names of the parties.	Direction given by the Tribunal.	Reference.
1		3	4
12	Grahams Trading Co. (India) Ltd., Bombay. v. Workmen employed under it.	The Tribunal directed the company to adopt the formula laid down by the Labour Appellate Tribunal in the case of the General Motors (India) Ltd. 1952, L. L. J. Vol. I, p. 205, paragraph 8 at p. 207, viz. when an employee acts in a higher appointment he takes the minimum of the higher scale but if his present pay is higher than such minimum of the higher grade then he takes his present pay plus one stage in the higher grade.	1952 L. C. R. (Bom.) p. 1623.
13	Greaves Cotton and Co. Ltd., Bombay. v. Workmen employed under it.	The Tribunal directed the company to pay to the employee who officiates for a week or more in another post, salary or wages at the rate of the minimum of the grade in which the employee officiates for the period but if the salary or wage of the employee is higher than the minimum of the higher grade he should be paid the minimum of the higher grade next above his salary or wages at the time of officiating.	1951 L. C. R. (Bom.) p. 217.
14	Imperial Chemical Industries (India) Ltd., Bombay. v. Workmen employed under it in its offices at Bombay.	The Tribunal directed that if an employee is asked to work in higher grade for more than 14 days or if an employee acts in higher appointment, he should be paid the minimum of the higher grade, but if his present pay is higher than such minimum of the higher grade then he should be paid his present pay plus one stage in the higher grade.	1956 L. C. R. (Bom.) p. 450.
15	India United Mills Ltd., Bombay. v. Workmen (Head Office staff) employed under it.	The Tribunal directed that where any member of the clerical staff acts in a higher post for a period of 15 days or more, he should be paid an acting allowance calculated at the rate of 50 per cent. of the difference between his own salary and the salary of the person for whom he acts.	1953 L. C. R. (Bom.) p. 462.
16	Kardar Productions, Bombay. v. Workmen employed under it.	The Tribunal directed that if a worker is made to work in a higher category for two weeks or more temporarily he should be paid half the difference between the initial pays of the two categories	1958 L. C. R. (Bom.) p. 354.
17	Lever Brothers (India) Ltd., Bombay and Others. v. Workmen employed under them.	The Tribunal directed that if a person is asked to officiate for 7 days or more at a time, he should be paid the minimum of the senior grade but if the person officiating is actually drawing more than the minimum of the senior grade he should be put in the appropriate step in the senior grade and given one increment for the officiating period.	1952 L. C. R. (Bom.) p. 943.
18	Martin and Harris Private Ltd., Bombay. v. Workmen (Clerical staff) employed under them.	The Tribunal directed that if an employee officiates in a grade higher than his own for a period of 15 days or more he should be entitled to the difference between his basic pay and the lowest basic pay in the higher grade, but if he is already earning more in his own grade than the lowest basic pay in the higher grade then he should be entitled to the basic pay in the higher grade which represents the next higher stage than his basic pay.	1957 L. C. R. (Bom.) p. 1002.
19	Margson Dock Ltd., Bombay. v. Workmen employed under it.	The Tribunal directed that the following rules should govern the grant of officiating allowance :— An employee in order to qualify for officiating allowance should have acted for a person in the same grade but drawing a higher salary or for a person in a higher grade for at least 14 consecutive days. In that case he shall be paid as follows :— (a) If an employee officiates in the same grade as his own and there is a difference of at least one increment between his basic pay and the basic pay of the person for whom he officiates, he shall be entitled to one increment as the officiating allowance	1957 L. C. R. (Bom.) p. 226.

- (ii) If he officiates in a grade higher than his own, he shall be entitled to the difference between his basic pay and the lowest basic pay in the higher grade, but if he is already earning more in his own grade than the lowest basic pay in the said higher grade then he shall be entitled to the basic pay in the higher grade which represents the next higher stage than his basic pay.
- (iii) These rules shall be subject to the proviso that the difference in no case shall exceed the total amount of 3 increments in the grade to which the officiating employee belongs substantively.

20	Premier Automobiles Limited, Bombay. v. Workmen (excluding monthly-rated office clerical staff) employed under it.	The Tribunal directed the parties to adopt the formula laid down by the Labour Appellate Tribunal in the case of the General Motors 1952, I. L. J., p. 205 paragraph 8 at p. 207, viz. "where an employee acts in a higher appointment he takes the minimum of the higher scale; but if his present pay is higher than such minimum of the higher grade then he takes his present pay plus one stage in the higher grade."	1954 I. C. R. (Bom.) p. 1091.
21	Shaparia Dock and Steel Co. Ltd., Bombay. v. Workmen (Daily rated workmen and watchmen) employed under it in its works at Sewree and Byoulla.	The Tribunal directed that where a workman is required to act or officiate in a higher post for fifteen days or more, he should be paid the usual acting allowance according to the formula laid down by the Labour Appellate Tribunal in the case of the General Motors (India) Ltd., Bombay 1952, I. L. J., p. 205, paragraph 8 at p. 207.	1954 I. C. R. (Bom.) p. 198.
22	Simplex Mills Company Limited, Bombay. v. Workmen (Head Office Staff only) employed under it.	The Tribunal directed that the following rules should govern the grant of officiating allowance :— (1) If an employee officiates in the same grade as his own and there is a difference of at least one increment between his basic pay and the basic pay of the person for whom he officiates, he shall be entitled to one increment as the officiating allowance. (2) If he officiates in a grade higher than his own, he shall be entitled to the difference between his basic pay and the lowest basic pay in the higher grade but if he is already earning more in his own grade than the lowest basic pay in the said higher grade then he shall be entitled to the basic pay in the higher grade which represents the next higher stage than his basic pay. (3) These rules shall be subject to the proviso that the difference in no case shall exceed the total amount of 3 increments in the grade to which the officiating employee belongs substantively.	1956 I. C. R. (Bom.) p. 197.
23	Svastik Oil Mills Limited, Bombay. v. Workmen employed under it.	The Tribunal further directed that no employee should be entitled to draw an officiating allowance for a period less than a month when he officiates in a higher post for the first time or for a period of 14 days on subsequent occasions of officiating. The Tribunal directed that if a worker is required to officiate in a higher post or grade for a period of 15 days or more he should be paid officiating allowance calculated at the rate of 50 per cent. of the difference between his own salary and the salary of the person for whom he acts subject to the condition that the Company has given him an order in writing to work in such higher post or grade. In the case of the clerical staff the Tribunal directed that the Company should pay acting allowance to members of the staff who officiate in a higher grade 50 per cent. of the difference between the salary drawn by the officiating employee and the salary for whom he officiates, if the officiating period is for 15 days or more provided that an order in writing requiring him to officiate in the higher post is given by the company.	1952 I. C. R. (Bom.) pp. 766-67 and p. 777.
24	Tata Oil Mills Company Limited, Bombay. v. Workmen other than Clerical staff employed under it.	The Tribunal directed the Company to pay acting allowance equal to the difference between the wage rate of the employee concerned and the wage rate next above that rate in the higher category when a daily rated employee is required to officiate for more than 15 days.	1951 I. C. R. (Bom.) p. 965.

APPENDIX XII—*contd.*

Serial No.	Name of the parties.	Direction given by the Tribunal.	Reference.
1	2	3	4
25	Tata Oil Mills Company Ltd., Bombay. <i>v.</i> Its monthly rated staff.	The Tribunal directed the Company to pay acting allowance to all individuals who may be required to work for a period of 15 days or more in a post in a higher grade, though the post may be falling in the same category or occupation. It was further directed that the acting allowance should be paid at the rate of the minimum of the scale for the higher grade or of the salary at the stage in that scale next above the individual's existing salary, whichever is higher.	1952 I. C. R. (Bom.) p. 100.
26	Tobacco Manufacturers (India) Ltd., Bombay. <i>v.</i> Workmen (including clerical staff) employed under it.	The Tribunal did not consider it necessary to provide for any officiating allowance for a period less than a month when an employee is officiating in a higher post for the first time or for a period of less than 14 days on subsequent occasions of officiating and directed that after such period, if an employee is liable to work in a higher grade he should be paid the minimum wages in the said higher grade, provided that if his wages are more than such minimum wages in the higher grade he should get the wages in such higher grade next above his existing wages.	1952 I. C. R. (Bom.) p. 1433.
27	Turner Morrison and Company Ltd., Bombay. and other. Workmen employed under them.	The Tribunal directed that when an employee acts or officiates for another employee who might be in a higher grade or higher post, he should be awarded officiating allowance equivalent to 50 per cent. of the difference between his pay and the pay of the person for whom he officiates.	1951 I. C. R. (Bom.) p. 276.
28	Western India Automobile Association, Bombay. <i>v.</i> Workmen employed under it.	The Tribunal directed that when an employee is asked to work on a higher post for 14 days or over he should be paid 50 per cent. of the difference between his own salary and salary of the person in whose place he is asked to work, as officiating allowance but in case the amount at the above rate works out to less than 1/10th of the salary of the absent employee then he should be paid the latter instead of the said 50 per cent.	1950 I. C. R. (Bom.) p. 879-80.
<p style="text-align: center;">Allowance for Working on Holidays</p> <p>The existing practice in this Company was as follows:—Workmen who were called to work on weekly off day (Sunday or on a holiday without pay were paid an additional 50 per cent. of their basic wages and dearness allowance. In the case of the workmen employed in the ships they were given compensatory day-off for working on a weekly off day. In the case of workmen employed on ship-repair work in the docks they were not given compensatory off at times in which case they earned double basic pay and double dearness allowance for the hours put in, in excess of 48 hours in addition to the extra 50 per cent. basic pay and 50 per cent. dearness allowance for Sunday work. In the case of a workman who was called to work on a holiday without pay he was given an additional 50 per cent. of his basic wages and dearness allowance, but he was not given a compensatory off. The existing rules of the Company were found to be adequate and therefore the tribunal observed that there was no case for their revision.</p>			
1	Alcock Ashdown Co, Bombay. <i>v.</i> Workmen employed under it.		1957 I. C. R. (Bom.) p. 229.
2	Beaunett, Coleman and Company Ltd., Bombay. <i>v.</i> Workmen employed under them.	The Tribunal directed that a worker who is deprived of his weekly off-day should get not only a substituted holiday but also be paid for his work at 1½ times his basic pay plus the ordinary dearness allowance and that if he has to forego one of the sectional or general holidays he should be given not only a substituted holiday but be paid for his work at double his basic pay, plus the ordinary dearness allowance.	1953 I. C. R. (Bom.) p. 1055.

3 **Bennett Coleman & Co. Ltd., Bombay. v. Its workmen represented by the Times of India Indian Employees Union and others, Bombay.**

The Adjudicator had directed that if a worker had to work on a holiday or on an off day he should not only be given a substituted holiday for the day on which he had to work but that he should be paid for his work at $1\frac{1}{2}$ times or twice his basic pay plus the ordinary dearness allowance according to the kind of day he is asked to work on. 1956 I. C. R. (Bom.) p. 92-94.

The Company preferred an appeal against the Adjudicator's award but the L. A. T. allowed the company's appeal only to the extent of making the monetary compensation to be half the total of the basic pay plus the ordinary dearness allowance in all cases where a worker has worked on any holiday or on a weekly off day.

4 **Bombay Gas Company Ltd., Bombay. v. Workmen employed under it.**

The Tribunal directed the Company to pay an employee who is required to work on a paid holiday his full day's wages with dearness allowance and in addition wages at the usual rate (the rate to include his basic wages as well as dearness allowance) for the time actually worked, subject to a minimum of two hours. 1950 I. C. R. (Bom.) p. 1001.

5 **Bombay Engineering and Metal Works Ltd., Bombay. v. Workmen employed under it.**

The Tribunal observed that section 59 of the Factories Act provides that where a worker works for more than 9 hours on any day or for more than 48 hours in any week, he shall, in respect of such overtime work, be entitled to wages at the rate of twice his ordinary rate of wages; and the expression "ordinary rate of wages" is stated in sub-section (3) of that section as meaning basic wages plus such allowances, except bonus, as a worker is for the time being entitled to. If the holiday on which a workman is required to work falls beyond the period of 48 hours referred to in section 51 but within the limit provided in section 52 he would be entitled to extra wages for overtime as provided in section 59. The Tribunal considered that this was a sufficient provision and there was no special reason to make a departure therefrom. 1950 I. C. R. (Bom.) p. 286.

6 **Burmah-Shell Oil Storage and Distributing Company of India Ltd., Bombay. v. Workmen employed under it.**

The Tribunal directed the Company to pay workers for work done on holidays at $1\frac{1}{2}$ times the normal rate of pay and dearness allowance for the number of hours they are required to work subject to a minimum allowance of 2 hours. 1949 I. C. R. Supplement (Bom.) p. 316.

7 **Indian Hume Pipe Co. Ltd., Wadala, Bombay. v. Workmen (monthly rated including canteen boys) employed under it.**

The Tribunal directed the Company to pay the workers concerned in the present reference except the members of the watch and ward staff, maintenance department, car and lorry drivers, who are called to work on a weekly off day, 50 per cent. of their basic wages in addition to their normal wages and dearness allowance. The Company was further directed to pay double their wages, i.e., twice the normal basic wages and twice the normal dearness allowance to those called to work on a general or sectional holiday. 1955 I. C. R. (Bom.) p. 667.

8 **Lever Brothers (India) Ltd., Bombay and others. v. Workmen employed under them.**

The Tribunal directed the Company to pay to its workmen who are called to work on weekly off day or on a holiday on the following basis :— 1953 I. C. R. (Bom.) pp. 956 to 959.

I. Monthly-paid Head Office Employees.

(i) *On weekly-off day* :—A compensatory day off and in addition twice basic wages and single Dearness Allowance.

(ii) *On paid holidays* :—Double basic wages and double Dearness Allowance or a compensatory holiday.

II. Monthly-rated Factory Workmen.

(i) *On weekly-off day* :—A compensatory day off plus double basic wages and single dearness allowance.

(ii) *On 5 specific paid Holidays* :—Double basic wages plus single dearness allowance and a compensatory holiday or 3 times basic wages and double Dearness Allowance.

(iii) *On Holidays other than 5 specific holidays* :—Double basic wages and double Dearness Allowance or Compensatory holiday.

APPENDIX XII—contd.

Serial No.	Name of the parties	Direction given by the Tribunal	Reference
1	2	3	4

III. Hourly rated Factory Workmen.

- (i) *On weekly off day*.—A Compensatory day off plus double basic wages and single Dearness Allowance.
- (ii) *On 5 specific fair Holidays*.—Double basic wages plus single Dearness Allowance and a compensatory holiday or 3 times basic wages and double Dearness Allowance.
- (iii) *On Holidays other than 5 specific Holidays*.—Single basic wage and Dearness Allowance or a Compensatory holiday.

9 **Mazgaon Dock Ltd., Bombay v. Workmen employed under it.** The existing rules of the Company as regards payment for working on weekly off and paid holidays and for overtime working on these days were as follows :— 1957, I. C. R. (Bom.) pp. 153-54.

- (1) For working on a weekly off day (Sunday) a workman was getting $1\frac{1}{2}$ times his basic wages and $1\frac{1}{2}$ times his Dearness Allowance. He was thus getting an additional 50 per cent. of his basic wages and dearness allowance.
- (2) For working on a paid holiday the workman was getting double his basic wages and double his dearness allowance.
- (3) For overtime work on weekly off days and paid holidays the workman was getting double his basic wages and double his dearness allowance for the hours worked as provided by the Factories Act. All overtime irrespective of the day on which it was worked was paid in accordance with the Factories Act.

The Company was willing to give a compensatory off when a Sunday was worked but it was pointed out that the workmen themselves were reluctant to avail of it in order to earn extra wages for work in excess of 48 hours in a week.

In this regard, the Tribunal directed that in case a worker worked on a weekly off, he should be granted an unpaid compensatory off, if he asked for it. No other direction was given by the Tribunal as the existing provisions were found to be adequate.

10 **Premier Automobiles Ltd., Bombay v. Workmen (excluding monthly-rated office clerical staff) employed under it.** The Tribunal directed that when a workman is asked to work on weekly off or holiday he shall be given a compensatory holiday as required under the Factories Act and if he is made to work on any festival holiday he should be paid double the wages. 1954, I. C. R. (Bom.) pp. 1092-93.

The Tribunal further observed that a workman sent outside Bombay for carrying out the Company's work is supposed to be on duty on all the days till he returns and he is entitled to a weekly off falling during this period and directed that if such a workman is absent when sent outside Bombay State he lost this weekly off in carrying out the Company's work he should get a compensatory holiday according to the provisions of the Factories Act.

- 11 Simplex Mills Company Ltd., Bombay v. Workmen (Head Office Staff only) employed under it. The Tribunal directed that for work done on any public holiday, the employee concerned should be paid, in addition to a substituted day off, an extra half day's basic pay or at the rate which the Company was paying (i.e. Rs. 3.50 for a portion of the day and Rs. 5.00 for work in excess of half a day), whichever is higher. 1956, I. C. R. (Bom.) p. 196.
- 12 Workmen in employment of Shaparia Dock and Steel Company Ltd., Bombay and who are members of Engineering Mazdoor Sabha, Bombay v. Shaparia Dock and Steel Co. Ltd., Bombay and workmen in employment of the Company and who are not members of Engineering Mazdoor Sabha, Bombay. The adjudicator had directed that : (1) if the Company requires watchman to work on any of the holidays it should grant them a substituted paid holiday and pay them their normal wages for that day with an additional half day's basic wages as compensation but if no substituted holiday would be granted, the Company should pay the watchmen concerned wages at double the usual rates inclusive of dearness allowance for doing work on paid holiday while in the case of daily rated workmen it was directed that the company should pay half basic wages for work on a weekly off day in addition to the normal basic wages and dearness allowance for that day in case they were allowed a substituted holiday and twice the normal wages including dearness allowance if no substituted holiday would be granted to them. On an appeal preferred by the union, the L. A. T. substituted for the Adjudicator's direction the following direction relating to watchmen :—
Where a watchman is required to work on a paid holiday and is not given an alternative paid holiday, he shall be paid for that day twice his daily basic wages and his dearness allowance for that month shall be so determined that his total emoluments for that month shall be equal to the total emoluments which would have been earned by a minimum paid workman (Daily rated) of the Company similarly engaged throughout the month; where the watchman is given an alternative paid holiday, he shall be paid for the extra day of work one and half times his daily basic wage and his dearness allowance for that month shall be so determined that his total emoluments for that month shall be equal to the total emoluments which would have been earned by a minimum paid workman (daily-rated) of the Company similarly engaged throughout the month. As regards the adjudicator's direction in respect of daily rated workmen the L. A. T. modified it so that workmen required to work on a weekly off day and given a substituted off day would be paid for the day worked one and a half times their normal basic wage and dearness allowance. 1957, I. C. R. (Bom.) pp. 1373 to 1376.
- 13 Tata Oil Mills Co. Ltd., Bombay v. Workmen employed under it at its Head Office, Sales Deptt. and Sewri Mill in Bombay. The Tribunal directed that an employee who is required to work on Sunday should be paid $1\frac{1}{2}$ times the basic salary plus a day's D. A. while for work required to be done on the Company's holiday he should be paid at the rate of double the basic salary plus a day's D. A. 1951, I. C. R. (Bom.) pp. 540-41.
- 14 Tata Oil Mills Co. Ltd., Bombay v. Its monthly rated staff. The Tribunal directed that what was granted to be paid on account of overtime work by the last award [1951, I. C. R. (Bom.) pp. 540-41] should be restored with the amendment that the rate payable in the case of the Company's holidays should also be applied to the weekly day off. 1952, I. C. R. (Bom.) pp. 102-103.
- 15 Tata Oil Mills Company Ltd., Bombay v. Workmen (Daily rated workers at the Sewree Factory only.) The directions of the Tribunal for work done on weekly-off day and Company's holiday (i.e. paid holiday) were same as those in the last award in respect of monthly rated staff [1952, I. C. R. (Bom.) pages 102-103]. As regards work on an unpaid holiday the Tribunal directed that the worker should be paid an allowance amounting to 50% of the basic pay in addition to the ordinary remuneration. 1952, I. C. R. (Bom.) pp. 485-487.

APPENDIX XII

Leave

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave					Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.		
1	2	3	4	5	6	7	8	9	
1	Aditi Industries Ltd.	.. Workmen	.. Jamnagar	..	One day for 20 days of work.	.....	....	Settlement, dated 12th December 1949.
2	Bhagwatsinghji Printing Press and Hindustan Ticket Printing Press.	Workmen	.. Gondal	..	As per Factories Act	..	....	Settlement, dated 30th November 1950.
3	Bhavnagar Borough Municipality	.. Safai Kamdars	Bhavnagar	..	..	..	Maternity leave—42 days with wages.	Settlement dated 31st August 1957.
4	Botad Quarry Works	.. Drivers and Cleaners.	Botad	..	15 days with pay	....	....	Settlement, dated 11th January 1956.
5	Chuda Municipality	.. Safai Kamdars	Chuda	..	....	....	Maternity leave—One month with pay.	Settlement, dated 4th May 1956.
6	Dhiraj Metal Works	.. Workmen	.. Rajkot	..	(i) 10 days for those with 300 days presence and (ii) 1 day's leave for every 30 days presence to those having presence of less than 300 days but more than 150 days.	....	....	Settlement, dated 25th May 1951.
7	Digvijay Pottery Works	.. Workmen	.. Jamnagar	..	.....	....	Maternity leave—One and half months.	Settlement, dated 12th December 1949.
8	Dhrangadhra Chemical Works Ltd.	.. Technical and Supervisory staff.	Dhrangadhra.	Existing practice of 10 days to continue.	Existing practice of 30 days with Acc. 90 days to continue.	Existing practice of 10 days with full pay and D. A. —Acc. 6 weeks.	....	1952, S. G. G., Part V., P. 471.
9	Dhrangadhra Chemical Works Ltd.	.. Workmen	.. Dhrangadhra.	7 days with full pay and D. A.	As per Factories Act	7 days with full pay and D. A. —Acc. 6 weeks.	....	1952, S. G. G. Part V., pp. 651-71.
10	Dhrangadhra Chemical Works	.. Clerical Staff	.. Dhrangadhra.	Existing practice of 10 days to continue.	.....	Existing practice of 10 days with Acc. 30 days to continue.	....	1952 S. G. G., Part V., P. 478.

11	Halar Salt and Chemical Works	..	Workmen	..	Jamnagar	..	....	As per Factories Act	..	....	1054, S. G. G. Part V. P. 1811.
12	Halar Salt and Chemical Works	..	Workmen	..	Jamnagar	..	....	.....	10 days with half pay.	....	Settlement, dated 25th March 1958.
13	Indian Extractions Private Ltd.	..	Workmen	..	Jamnagar	..	....	.....	14 days with half wages.	....	Settlement, dated 11th November 1957.
14	Indian Hume Pipe Co.	..	Workmen	..	Bhavnagar	..	7 days with pay	.....	....	....	Settlement.
15	Jafrabad Municipality	..	Safai Kamdars	..	Jafrabad	..	15 days	..	One month's leave for 11 month's service and after 11 months 1 day leave for every 11 days service. —Acc. 4 months.	....	Settlement, dated 13th December 1955.
16	Jai Hind Printing Press	..	Workmen	..	Rajkot	..	10 days	..	As per Factories Act	7 days with full pay and 14 days with half pay.	Settlement, dated 10th November 1955.
17	Jam Digvijay Oil Mills	..	Workmen	..	Jamnagar	..	....	1 day for 20 days of work.	....	....	Settlement, dated 3rd May 1956.
18	Jam Wire Products Co.	..	Workmen	..	Jamnagar	..	....	15 days with wages	..	....	Settlement, dated 7th September 1949.
19	Jamnagar Borough Municipality	..	Sanitary workers. (Permanent)	..	Jamnagar	..	10 days with pay	..	15 days with pay	One month with half pay.	Settlement, dated 19th March 1951.
20	Jamnagar Borough Municipality	..	Sanitary workers.	..	Jamnagar	..	15 days with wages	20 days with wages.—Acc. 60 days.*	One month with half pay.—Acc. 3 months.	Maternity leave: One month and ten days with pay.	Settlement, dated 9th June 1958.
21	Jamnagar Borough Municipality	..	B h a n s i Kamdars	..	Jamnagar	One month with half pay.	Maternity leave: Existing practice of 30 days to 1949. continue.	Settlement, dated 30th December 1949.
22	Jaylaxmi Salt Works	..	Workmen	..	Jamnagar	..	7 days without pay.	As per Factories Act	..	10 days with half pay.	Settlement, dated 15th October 1956.
23	Jetpur Municipality	Workmen	..	Jetpur	Either according to B. C. S. R. or according to the recommendations of Vyas Review Committee.	..	Settlement, dated 29th July 1957.	Settlement, dated 29th July 1957.

*Female workers who will enjoy maternity leave will get privilege leave for 10 days instead of 20 days in a year.

APPENDIX XIII—contd.

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Nature and quantum of leave				Reference.
				Casual leave.	Privilege leave.	Sick leave.	Other type of leave.	
1	2	3	4	5	6	7	8	9
24	Kathiawar Co'our Agency Pvt. Ltd.	.. (i) Workmen.	Jamnagar	.. ....	As per Factories Act	.. 10 days with half wages.	....	Settlement, dated 27th December 1957.
		(ii) Monthly paid Staff }		.. ....	1 month .. ..	....	....	....
25	Kitabghar Printery ..	.. Workmen ..	Rajkot	.. 10 days	.. As per Factories Act	.. 7 days with full wages or 14 days with half wages.	....	Settlement, dated 3rd January 1956.
26	Mahendra Glass Works Ltd. ..	.. Monthly paid Staff.	Morvi	.. 7 days	.. 15 days.—Acco : 45 days ..	8 days.—Acco : 24 days.	....	1950, S. G. G., Part V, pp. 311-12.
27	Palitana Municipality ..	.. Safai Kamdars	Palitana	.. ....	.....	....	Maternity leave : One month.	Settlement, dated 29th July 1953.
28	Rajkot Borough Municipality ..	.. Workmen ..	Rajkot	.. ....	As per B. C. S. R.	....	....	Settlement, dated 19th October 1951.
29	Rajkot Borough Municipality ..	.. Workmen ..	Rajkot	.. ....	.....	....	Maternity leave : 1½ months with pay.	Settlement, dated 3rd January 1955.
30	S. Tajibhai and Sons ..	.. Workmen ..	Rajkot	.. ....	10 days leave or wages in lieu of leave as per Factories Act.	....	....	Settlement, dated 9th July 1949.
31	Savarkundla Municipality ..	.. Safai Kamdars	Savarkundla ..	.. ....	.....	....	Maternity leave : One month.	Settlement, dated 6th September 1955.
32	Taktasinhji Hospital ..	.. Safai Kamdars	Bhavnagar ..	.. ....	.....	....	Maternity leave : Three months.	Settlement, dated 2nd March 1956.
33	Thaverali Alibhai ..	.. Workmen ..	Rajkot	.. ....	1 day for every 20 days' presence or wages for such leave.	....	....	Settlement, dated 23rd November 1950.

34	Umrata Municipality	Safai Kamdars	Umrata	20 days with pay	Maternity leave One month.	Settlement, dated 20th April 1956.
35	Umrata Municipality	..	..	Safai Kamdars	Umrata	..	15 days	..	....	....	Settlement, dated 22nd April 1956.
36	Upleta Municipality	..	..	Workmen	..	Upleta	..	As per B. C. S. R.	..	....	Settlement, dated 13th November 1955.
37	Wadhwan City Ginning and Pressing Factory and 10 other Ginning Factories.	..	..	Workmen	..	Wadhwan City.	....	As per Factories Act	..	....	Settlement, dated 24th August 1956.
38	Wankaner Municipality	..	..	Naka Karkuns.	Wankaner	..	Existing practice of 15 days to continue.	Existing practice of 15 days to continue.	15	....	Unreported Award in Adjudication No. 58 of 1958, dated 15th February 1958.



APPENDIX XIII—contd.

Paid Holidays

Serial No.	Name of the Concern.	Workmen covered.	Number of paid Holidays.	Reference.
1	2	3	4	5
1	A. J. and Co., Morv	.. .. . Workmen	.. Four days	.. Settlement, dated 26th September 1957.
2	Bahadur Printing Press, Palitana	.. .. . Workmen	.. Six days	.. Settlement, dated 10th December 1953.
3	Dhirej Metal Works, Rajkot	.. .. . Workmen	.. Four days	.. Settlement, dated 25th February 1953.
4	Dhirej Metal Works, Rajkot	.. .. . Workmen	.. Four days	.. Settlement, dated 10th April 1957.
5	Dhruvadhra Chemical Works Ltd., Dhruvadhra	.. .. . Clerks working in ordinary shifts	Existing practice of 5 days to continue.	.. 1954, S. G. G. Part-V, p. 1684.
	Digvijay Tiles and Potteries Ltd., Jamnagar	.. .. . Workmen	.. Four days	.. Settlement, dated 30th July 1957.
7	Gandhi Lati Co., Mahuva	.. .. . Workmen	.. Three days	.. Settlement, dated 22nd July 1955.
8	Halar Salt and Chemical Works, Jamnagar	.. .. . Workmen	.. Six days	.. Settlement, dated 25th March 1958.
9	Indian Extractions Private Ltd., Jamnagar	.. .. . Workmen	.. Five days	.. Settlement, dated 11th November 1957.
10	Jafarabad Municipality, Jafarabad	.. .. . Safai Kamdars	.... Half day on Gazetted holidays	.. Settlement, dated 13th December 1955.
11	Jai Hind Printing Press, Rajkot	.. .. . Workmen	.. Six days	.. Settlement, dated 10th November 1955.
12	Jamnagar Borough Municipality, Jamnagar	.. .. . Sanitary Workers	.. Half day on Gazetted holidays	.. Settlement, dated 9th June 1958.
13	Jagjivan Printing Press, Botad	.. .. . Workmen	.. Eight days	.. Settlement, dated 11th January 1956.
14	Jayant Oil Mills, Jamnagar	.. .. . Workmen	.. Five days	.. Settlement, dated 5th August 1957.

15	Jayant Oil Mills, Jamnagar	..	..	..	..	Workmen	..	Five days	..	Settlement, dated 10th July 1953.
16	Jaylaxmi Salt Works, Jamnagar	..	..	..	..	Workmen	..	Five days	..	Settlement, dated 15th October 1956.
17	Kanti Oil Mills, Jamnagar	..	..	..	..	Workmen	..	Five days	..	Settlement, dated 8th August 1958.
18	Kathiawar Colour Agency (P.) Ltd., Jamnagar	..	..	..	..	Workmen	..	Five days	..	Settlement, dated 27th December 1957.
19	Kathiawar Metal and Tin Works, Rajkot	..	..	..	..	Workmen	..	Four days	..	Settlement, dated 18th February 1957.
20	Kitabghar Printery, Rajkot	..	..	..	..	Workmen	..	Eight days	..	Settlement, dated 3rd January 1956.
21	M. Sharma & Co., Bhavnagar	..	..	..	..	Workmen	..	Four days	..	Settlement, dated 27th January 1956.
22	Mahalaxmi Industries, Bhavnagar	..	..	..	..	Workmen	..	Five days	..	Settlement, dated 5th May 1955.
23	Merchant Oil Mills, Bhavnagar	..	..	..	..	Workmen	..	Three days	..	Settlement, dated 14th October 1953.
24	Mohmadi Oil Mills, Mahuva	..	..	..	..	Workmen	..	Three days	..	Settlement, dated 30th January 1955.
25	Nutan Saurashtra Daily and Prem Sagar Printing Press, Rajkot	..	..	..	..	Workmen	..	Seven days	..	Settlement, dated 9th November 1956.
26	Pailtana Municipality, Palitana	..	..	..	..	Safai Kamdars	..	Half day on Gazetted Holidays	..	Settlement, dated 29th July 1953.
27	Patel Oil Mills, Jamnagar	..	..	..	..	Workmen	..	Five days	..	Settlement, dated 24th March 1958.
28	Patel Oil Mills Co., Rajkot	..	..	..	..	Workmen	..	Four days	..	Settlement, dated 2nd August 1957.
29	Raghuvir Industries, Rajkot	..	..	..	..	Workmen	..	Four days	..	Settlement, dated 21st June 1955.
30	S. Tajibhai & Sons, Rajkot	..	..	..	..	Workmen	..	Eight days	..	Settlement, dated 9th July 1949.
31	Saurashtra Industries Ltd., Jamnagar	..	..	..	..	Workmen	..	Four days	..	Settlement, dated 25th April 1956.
32	Savarkunda Municipality, Savarkunda	..	..	..	..	Safai Kamdars	..	Half day on holidays	..	Settlement, dated 6th September 1955.
33	Sharma Rolling Mills, Bhavnagar	..	..	..	..	Workmen	..	Four days	..	Settlement, dated 27th January 1956.
34	Shatrushalyasinghji Oil Mills, Jamnagar	..	..	..	..	Workmen	..	Five days	..	Settlement, dated 22nd July 1953.
35	Sihor Municipality, Sihor	..	..	..	..	Workmen of water Works Department.	..	Holidays on Gazetted holidays	..	Settlement, dated 28th January 1957.

APPENDIX XIII—contd.

Serial No.	Name of the Concern.	Workmen covered.	Number of paid Holidays.	Reference.
1	2	3	4	5
36	Sihor Municipality, Sihor	.. Safai Kamdars	.. Half day on holidays	.. Settlement, dated 8th May 1954.
37	Talaia Municipality, Talaia	.. Safai Kamdars	.. Half day on holidays	.. Settlement, dated 5th April 1954.
38	Thaverbhai Alibhai, Rajkot	.. Workmen	.. Six days	.. Settlement, dated 30th October 1950.
39	Thaverali Trunk Works, Rajkot	.. Workmen	.. Six days	.. Settlement, dated 30th October 1950.
40	Universal Textile Bobbin Co., Madheda	.. Workmen	.. Two days	.. Settlement, dated 20th August 1956.
41	Vasant Printing Press, Botad	.. Workmen	.. Fifteen days	.. Settlement, dated 29th March 1956.
42	Wankaner Municipality, Wankaner (M. S.)..	.. Naka Karkuns	.. 12 Gazetted public holidays selected by the Municipality.	Unreported Award in Adjudication No. 58 of 1956, dated 15th February 1958.

Provident Fund.

Serial No.	Name of the Concern.	Type of workmen covered.	Rate of contribution as percentage of—	Reference.
1	2	3	4	5
1	Dhrangadhra Chemical Works Ltd Dhranga dhra	.. Technical and Supervisory Staff.	Existing practice of 6½ per cent. of basic salary to continue.	1952, S. G. C., P-V, p. 469.
2	Dhrangadhra Chemical Works, Ltd., Dhrangadhra	.. Workmen	Existing practice of 6½ per cent. of earnings and D. A. to continue.	1952, S. G. C., P. V, p. 6511.
3	Dhrangadhra Chemical Works Ltd., Dhranga dhra	.. Clerical Staff	Existing practice of 6½ per cent. of basic salary to continue.	1952, S. G. C., P. V, p. 477.
4	Jetpur City Municipality, Jetpur	.. Workmen	6½ per cent. of wages	.. Unreported Award in Ref. No. 13 of 1959, dated 8th May 1959.
5	Limbdi Town Municipality, Limbdi	.. Workmen	6½ per cent. of basic salary	.. Settlement, dated 31st May 1955.

APPENDIX XIII—contd.

Gratuity.

Serial No.	Name of the Concern.	Type of workmen covered.	Decision of the Tribunal.	Reference
1	2	3	4	5
1	Dhrangadhra Chemical Works Ltd., Dhrangadhra	.. Workmen	.. Tribunal found that the scheme settled in previous adjudication was reasonable. Under this scheme half a month's pay for each completed year of service was fixed as payable on retirement, resignation, dismissal or discharge. The union's demand for gratuity at the rate of one month's pay for each completed year of service was rejected.	1954, S. G. G., Part V, Page 1552.
2	Dhrangadhra Chemical Works Ltd., Dhrangadhra	.. Clerical Staff	.. Tribunal found that the scheme settled in previous adjudication was reasonable. Under this scheme half a month's pay for each completed year of service was fixed as payable on retirement, resignation, dismissal or discharge. The union's demand for gratuity at the rate of one month's pay for each completed year of service was rejected.	1954, S. G. G., Part V, Page 1553.
3	Jetpur City Municipality, Jetpur	.. Sweepers	.. The Tribunal directed that every sweeper on retirement due to old age or disability or on leaving service voluntarily after 15 years of continuous service, should be paid gratuity equal to one month's basic wages for each year of service, the maximum not to exceed 15 months' basic wages. The Tribunal further directed that gratuity at the same rate should be paid to the heirs of a sweeper dying while in service.	Unreported award in Reference N o. 2 1959, dated 8th May 1959.

Acting Allowance.

Serial No.	Name of the Concern.	Type of work-men covered.	Centre.	Quantum of allowance.	Reference.
1	2	3	4	5	
1	Dhrangadhra Chemical Works Ltd.	.. Clerical Staff	.. Dhrangadhra	..	When any member of the clerical staff is required to act in a higher post for a period of 15 days or more, he should be paid an acting allowance calculated at the rate of 50 per cent. of the difference between his own salary and the salary of the person for whom he acts.

Settlement, dated 25th August 1953.



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APPENDIX XIII—*concd.*

Allowance for Working on Holidays.

Serial No.	Name of the Concern.	Type of workmen covered.	Centre.	Quantum of allowance.	Reference.
1	2	3	4	5	6
1	Dhrangadhra Municipality	.. Workmen	.. Dhrangadhra	Double wages should be paid if the workman is called to work on any holiday	.. Settlement, dated 14th March 1957.
2	Dhrangadhra Chemical Works Ltd.	.. Clerical staff	.. Dhrangadhra	1. If a clerk is required to work on any weekly holiday, he should be given compensatory holiday as provided for in the Factories Act, 1948 or in the alternative he should be paid extra one day's pay including D. A. 2. If a clerk is required to work on any holiday other than weekly holiday and holidays mentioned in item No. (3) below he should be given compensatory holiday within the next two months from such holiday or in the alternative he should be paid extra one day's pay including D. A. 3. If a clerk is required to work on Diwali, New year's day, 26th January, Dhuleti and Gokul Ashami holidays, he should be paid extra one day's pay including D. A.	Settlement, dated 18th December 1953.
3	Dhrangadhra Chemical Works Ltd.	.. Workmen	.. Dhrangadhra	The workers who will be required to work on paid holidays shall be paid double the wages	.. 1952, S. G. G., Part V, Page 651.
4	Dhrangadhra Chemical Works Ltd.	.. Motor Drivers and Cleaners.	Dhrangadhra	In case these workers are not given the off day in a week and they have to work on off day, they shall be paid double the wages for the hours of work they have put in on that day.	1954, S. G. G., Part V, Page 1669.
5	Bahadur Printing Press	.. Workmen	.. Palitana	No work will be taken from the workers on paid holidays, but if in any special circumstances it is required to take work, the workers will be paid at double the rate of wages for that day in addition to a compensatory off.	Settlement, dated 10th December 1958.